

Member Handbook for Medicare and Non-Medicare Retirees

Effective July 1, 2014





# UNICARE STATE INDEMNITY PLAN MEMBER HANDBOOK

Participants in the Retired Municipal Teacher Program and the Elderly Governmental Retiree Program

For Medicare and Non-Medicare Retirees Effective July 1, 2014

#### Disclosure when Plan Meets Minimum Standards



This health plan meets the Minimum Creditable Coverage standards and will satisfy the individual mandate that you have health insurance. Please see additional information below.

#### MASSACHUSETTS REQUIREMENT TO PURCHASE HEALTH INSURANCE:

As of January 1, 2008, the Massachusetts Health Care Reform Law requires that Massachusetts residents, eighteen years of age and older, must have health coverage that meets the Minimum Creditable Coverage standards set by the Commonwealth Health Insurance Connector, unless waived from the health insurance requirement based on affordability or individual hardship. For more information call the Connector at 1-877-MA-ENROLL or visit the Connector website (www.mahealthconnector.org).

This health plan **meets the Minimum Creditable Coverage standards** that became effective July 1, 2008 as part of the Massachusetts Health Care Reform Law. If you are covered under this plan, you will satisfy the statutory requirement that you have health insurance meeting these standards.

THIS DISCLOSURE IS FOR THE MINIMUM CREDITABLE COVERAGE STANDARDS THAT ARE EFFECTIVE JANUARY 1, 2014. BECAUSE THESE STANDARDS MAY CHANGE, REVIEW YOUR HEALTH PLAN MATERIALS EACH YEAR TO DETERMINE WHETHER YOUR HEALTH PLAN MEETS THE LATEST STANDARDS.

If you have questions about this notice, you may contact the Division of Insurance by calling (617) 521-7794 or visiting its website at www.mass.gov/doi.

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# **Contact Information**<sup>1</sup>

#### **Medical Benefits**

**UniCare State Indemnity Plan** 

P.O. Box 9016

Andover, MA 01810-0916

(800) 442-9300 (toll free)

TDD: (800) 322-9161

www.unicarestateplan.com

#### **Prescription Drug Benefits**

**CVS Caremark** 

(877) 876-7214 (toll free)

TDD: (800) 238-0756

www.caremark.com

#### Mental Health, Substance Abuse and Enrollee Assistance Program Benefits

**Beacon Health Strategies** 

(855) 750-8980 (toll-free)

TDD: (866) 727-9441

www.beaconhs.com/gic

<sup>1</sup> Si necesita ayuda en español para entender este documento, puede solicitarla sin costo adicional, llamando al número de servicio al cliente que aparece al dorso de su tarjeta de identificación o en el folleto de inscripción.

# MEDICAL PLAN FOR NON-MEDICARE MEMBERS

**Description of Benefits** 

This is the Certificate of Insurance for Elderly Governmental Retirees and Retired Municipal Teachers who are **not** eligible for Medicare. Coverage is provided under Group Policy Number GI 131192, under which UniCare Life & Health Insurance Company is the insurer and the Group Insurance Commission of the Commonwealth of Massachusetts is the plan sponsor.

# Welcome to UniCare State Indemnity Plan/Basic

# Non-Medicare Members

This handbook is a guide to benefits for you and your covered dependents under the UniCare State Indemnity Plan/Basic. These benefits are provided under Group Insurance Policy GI 131192, insured by UniCare Life and Health Insurance Company. The Group Insurance Commission (GIC) of the Commonwealth of Massachusetts is the plan sponsor.

Throughout this handbook, the UniCare State Indemnity Plan/Basic is referred to either by its full name, as the "UniCare State Indemnity Plan," as the "Basic Plan" or as the "Plan." The Group Insurance Commission is referred to either by its full name or as the "GIC." In addition, the term "you" used in this handbook also includes your covered dependents.

Important: This handbook covers both non-Medicare and Medicare members. To fully understand your benefits, please be sure to carefully read the sections that apply to you.

## **How This Handbook Is Organized**

This handbook is divided into the following sections:

- Part 1: Medical Plan for Non-Medicare Members
- Part 2: Prescription Drug Plan for Non-Medicare Members
- Part 3: Medical Plan for Medicare Members
- Part 4: Prescription Drug Plan for Medicare Members
- Part 5: For All Plan Members
- Part 6: Mental Health, Substance Abuse and Enrollee Assistance Programs

#### For Non-Medicare Members Only

Parts 1 and 2 of this handbook describe Plan benefits that apply to non-Medicare members only. These sections say "Non-Medicare Members" at the top of each page.

- Part 1: Medical Plan Describes the medical benefits and Plan requirements for non-Medicare members. These benefits are insured by UniCare. See pages 11-49.
- Part 2: Prescription Drug Plan Describes the prescription drug benefits for non-Medicare members. Prescription drug benefits are administered by CVS Caremark. See pages 51-65.

#### **For Medicare Members Only**

Parts 3 and 4 of this handbook describe Plan benefits that apply to Medicare members only. These sections say "Medicare Members" at the top of each page.

- Part 3: Medical Plan Describes the medical benefits and Plan requirements for Medicare members. These benefits are insured by UniCare. See pages 67-96.
- Part 4 Prescription Drug Plan Describes the prescription drug benefits for Medicare members. Prescription drug benefits are administered by CVS Caremark. See pages 97-109.

#### **Part 5: For All Plan Members**

This section, on pages 111-157, describes medical benefits and Plan requirements that apply to all Plan members, both Medicare and non-Medicare. This section says "All Plan Members" at the top of each page.

**Important:** See the Table of Contents to find out what information is contained in each of the sections described above. Be sure to refer to the appropriate section depending on whether you are a Medicare or non-Medicare member.

Part 6: Mental Health, Substance Abuse and EAP Benefits (All Plan Members)
This section describes the mental health, substance abuse and Enrollee Assistance Program (EAP)
benefits for the Plan, which are administered by **Beacon Health Strategies**. See pages 159-188.

If you have questions about any of your benefits, please see the contact information on page 10.

#### **About Your Medical Plan**

The UniCare State Indemnity Plan provides comprehensive coverage anywhere in the world for many health services including hospital stays, surgery, emergency care, preventive care, outpatient services and other medically necessary treatment. You can get services from any provider, anywhere in the world. However, keep in mind that benefits differ depending on the service and the provider, and that not all services are covered by the UniCare State Indemnity Plan.

The Plan provides all health care services and benefits you are entitled to on a nondiscriminatory basis, including benefits mandated by state or federal law.

The Plan provides you with freedom of choice in selecting your physicians, including coverage for pediatric medical specialty. The Plan will provide coverage for pediatric specialty care, including mental health care, to individuals requiring such services.

The UniCare State Indemnity Plan does not exclude pre-existing conditions.

The mental health and substance abuse benefits are insured by Beacon Health Strategies. See the "Mental Health, Substance Abuse and Enrollee Assistance Programs" section of this handbook, or call Beacon toll free at (855) 750-8980 for details about your coverage. For additional information about practicing physicians in Massachusetts, contact the Massachusetts Board of Registration in Medicine at (800) 377-0550 or via their website at www.massmedboard.org.

This handbook provides information on two different plan designs:

- 1. The UniCare State Indemnity Plan/Basic with CIC (comprehensive insurance coverage) is a comprehensive plan that provides benefits for most services at 100% coverage after the applicable copay and/or deductible are paid.
- 2. The UniCare State Indemnity Plan/Basic without CIC is a less comprehensive plan that provides benefits for many services at 80% coverage after the applicable copay and/or deductible are paid.

## **Types of Medical Providers**

This handbook talks about many different providers of medical care and services. Here's a brief look at what to know about the different kinds of providers.

#### **Primary Care Providers (PCPs)**

We strongly encourage all UniCare members to choose a **primary care provider**, or **PCP**. Having a PCP means working with a provider who is familiar with you and your health care needs. Your PCP can help you understand and coordinate care you get from other providers, such as specialists, who may not know you as well.

A PCP can be a nurse practitioner, physician assistant or physician whose specialty is family medicine, general medicine, pediatrics, geriatrics or internal medicine.

#### **Patient-Centered Primary Care Practices**

Many PCPs in Massachusetts belong to practices that are in UniCare's **Patient-Centered Primary Care** program, part of the GIC's **Centered Care** initiative. This program seeks to improve health care coordination and quality while reducing costs. PCPs play a critical role in helping their patients get the right care at the right place with the right provider. The central idea is to coordinate health care services around the needs of you – the patient. Because health care is so expensive, Centered Care also seeks to engage providers and health plans on managing these dollars more efficiently.

■ You'll find more information about the Patient-Centered Primary Care program at www.unicarestateplan.com.

#### **Specialists (Specialty Care Physicians)**

As a UniCare member, you don't need a referral to see a specialist. When you do seek specialty care, you'll have lower office visit copays when you use Tier 1 or Tier 2 specialists in Massachusetts.

Members who live outside of Massachusetts can see specialists in their home state for a \$35 copay.

#### Hospitals

As a Basic member, you can use any hospital at the same level of coverage. If you live outside of Massachusetts, be sure to use hospitals in your home state that are in the UniCare provider network because they won't bill you for charges above the Plan's allowed amount.

#### **Urgent Care Centers**

Urgent care centers are groups of providers who treat conditions that should be checked right away, but aren't as severe as emergencies. Using an independent urgent care center instead of a hospital emergency room saves you money. Be aware, however, that facilities owned and operated by hospitals are hospital sites, not urgent care centers, and often bill your visit as an emergency room visit.

#### **Preferred Vendors**

Preferred vendors are providers that have contracted with UniCare to accept the Plan's allowed amounts for certain services. When you get these services from a preferred vendor, they are covered at 100%. If you use non-preferred vendors, you'll owe 20% coinsurance and, outside of Massachusetts, you may be billed for charges above the Plan's allowed amount.

- Durable medical equipment (DME)
- Home health care
- Home infusion therapy
- Medical/diabetic supplies

#### **Specialized Health Facilities**

Specialized health facilities are independent, stand-alone centers that provide a variety of medical services. They include:

- Ambulatory surgery centers
- Cataract and laser surgery centers
- Dialysis centers
- Endoscopy centers
- Fertility clinics
- Imaging centers
- Sleep study centers

Services at specialized health facilities often cost less than at hospitals, and you may save on your member costs too – for example, you won't owe a copay if you have outpatient surgery at a non-hospital-owned ambulatory surgery center. Be aware, however, that facilities owned and operated by hospitals are hospital sites, not specialized health facilities.

#### **Network Providers and Travel Access Providers**

Network providers are non-Massachusetts providers of medical care and services – doctors, hospitals, health facilities and so on – that have contracted with UniCare to accept the Plan's allowed amount. If you live outside of Massachusetts, always use network providers in your home state so you won't be billed for charges over the allowed amount.

If you live in another state and are traveling to Massachusetts, you can see any provider in the Commonwealth. Otherwise, if you need urgent care when you're traveling outside your home state, use UniCare Travel Access providers. **Travel Access providers** are contracted with UniCare and will not bill you for charges over the Plan's allowed amount.

For mental health/substance abuse services — You have access to the Beacon Health Strategies network instead of the UniCare network (pages 159-188).

# How to Find the Providers You're Looking For

- Go to www.unicarestateplan.com > Find a Doctor to find the different providers described above, including:
  - Providers in Massachusetts
  - PCPs participating in the Patient-Centered Primary Care program
  - Urgent care centers
  - Preferred vendors
  - Specialized health facilities
  - Travel Access providers and providers in the UniCare network

You can also call UniCare Customer Service at (800) 442-9300 for assistance.

# **How to Use Your Plan Wisely**

Be sure to look over this section to learn what you can do to get the highest level of benefits for your medical care.

#### When You Get Medical Care in Massachusetts

**See Tier 1 or Tier 2 specialists.** Tier 1 and Tier 2 specialists have demonstrated quality and/or cost efficiency in their practices (page 27). Your copays are lower when you use Tier 1 or Tier 2 specialists.

#### If You Live Outside of Massachusetts

Use providers in the UniCare network in your home state. Network providers won't bill you for charges over the Plan's allowed amount (page 28).

For mental health/substance abuse services — You have access to the Beacon Health Strategies network instead of the UniCare network (pages 159-188).

#### If You Need Urgent Care Outside Your Home State

- Use Travel Access providers when you're away from home. No matter where you live, always use UniCare Travel Access providers if you need urgent care when you aren't in either your home state or Massachusetts (page 15).
- Have your out-of-state dependent use Travel Access providers too. Covered dependents
  who don't live in your home state (or in Massachusetts) should also use Travel Access
  providers for urgent care.

For mental health/substance abuse services — You have access to the Beacon Health Strategies network instead of the UniCare network (pages 159-188).

#### When to Notify UniCare about Medical Services

You must notify UniCare about any hospital admissions and certain outpatient services. Your benefit may be reduced by up to \$500 if you don't contact UniCare within the specified amount of time. This requirement is waived if you are outside the continental United States (the contiguous 48 states).

In this handbook, the **telephone symbol a** identifies the services you need to tell UniCare about. For a complete list of notification requirements, see the "Managed Care Program" section (pages 33-41).

#### Other Ways to Save

- Use UniCare preferred vendors. Services from preferred vendors are covered at 100% versus 80% for non-preferred vendors. And, outside Massachusetts, non-preferred vendors may bill you for charges over the allowed amount. For a list of UniCare's preferred vendors, see Appendix H.
- Take advantage of urgent care centers. For non-emergency urgent care, you'll have a lower copay if you go to an urgent care center instead of a hospital emergency room. Just make sure the center you go to isn't owned by a hospital. Hospital-owned urgent care centers often bill your visits as emergency room treatment.
  - You can find a list of urgent care centers in Massachusetts at www.unicarestateplan.com.
- **Have outpatient surgery at a non-hospital facility.** You won't have an outpatient surgery copay when you have your surgery at a non-hospital-owned ambulatory surgery center or physician's office.

# Information and Resources Online at www.unicarestateplan.com

For your convenience, you can access a broad range of plan-related and general health care information, as well as helpful tools on our website: www.unicarestateplan.com.

The **computer symbol**  $\blacksquare$  that you see throughout this handbook indicates that information on the highlighted topic is available on our website. Our comprehensive Web resources give you the ability to:

- Find health and wellness information Take our health assessment to find out how healthy you are and get customized suggestions to improve your health. Check out our *Step Into Wellness* program for information on a variety of topics, and read our monthly *eHouseCall* newsletter for health tips. You can also check our guidelines on preventive care, get patient safety information and more.
- Get information on initiatives and resources that promote health care quality. Learn about efforts to help hospitals reduce preventable medical errors. You'll also find resources to help you select a hospital based on a comparison of quality and cost, and more.
- **Read our** *Changing Face of Health Care* series to find out more about what's happening in health care today.
- Locate providers, including providers in the UniCare network, Travel Access providers and preferred vendors. You can also use our provider listing to find out a specialist's tier and to find out which PCPs participate in UniCare's Patient-Centered Primary Care program.
- Get convenient, secure access to information about your claims.
- Check out the plan's **discounts on health-related products and services** available through the Special Offers program.
- Email UniCare or order plan materials, such as ID cards and handbooks.
- View plan documents, including this handbook and other plan information.

#### MedCall 24/7 Nurse Information Line

The MedCall® 24/7 Nurse Information Line provides toll-free access to extensive health information, any time of the day or night. MedCall is always available to you as an educational resource. If you have specific issues about your health or about treatment you're getting, you should always consult your doctor.

When you call MedCall, you'll speak with registered nurses who can discuss your concerns, address your questions about procedures or symptoms, and help you prepare for a doctor's visit. They can also discuss your medications and any potential side effects. MedCall also serves as a referral source for local, state and national self-help agencies.

To speak with a nurse, call MedCall toll free at (800) 424-8814. You will need to provide the following plan-specific code: 1002. You can also access MedCall's library of more than 400 audio tapes to get automated information over the phone on many health-related topics.

■ To view the list of available audio tapes, visit www.unicarestateplan.com.

# **Important Plan Information**

#### Overview

This section gives you important information about the Plan, including:

- The Andover Service Center and how its staff can help you
- The process for ordering new ID cards when needed
- How to access a language interpreter when speaking with a customer service representative at the Andover Service Center
- UniCare's Notice of Privacy Practices
- Contact information when you have questions about your medical plan, your prescription drug plan or your mental health, substance abuse and EAP benefits

#### The Andover Service Center

The Andover Service Center is where UniCare administers services; processes claims; and provides customer service, utilization management and medical case management for the medical component of the Plan. Representatives are available Monday through Thursday from 7:30 a.m. to 6:00 p.m. and Friday from 7:30 a.m. to 5:00 p.m. (Eastern time) to answer questions you and your family may have about your medical coverage.

■ You can also access claims information 24 hours a day, seven days a week from our automated telephone line, or from www.unicarestateplan.com.

When you call the Andover Service Center, you will speak with a customer service representative or a nurse reviewer, depending on the nature of your call.

#### **Customer Service Representatives**

Customer service representatives are benefits specialists who can answer questions about:

- Claim status
- Notification requirements
- Covered services
- Preferred vendors and contracted providers
- Plan benefits
- Resources on our website: www.unicarestateplan.com

#### Nurse Reviewers

**Nurse reviewers** are registered nurses who can help you coordinate your Plan benefits based on your health care needs. The nurse reviewer can:

- Provide information about the Managed Care Program, including Utilization Management,
   Medical Case Management, and Quality Centers and Designated Hospitals for Transplants
- Answer questions about the plan's coverage for hospital stays and certain outpatient benefits

- Speak with you and your physician about covered and non-covered services to help you obtain care and coverage in the most appropriate health care setting, and let you know what services are covered
- Assist you with optimizing benefits for covered services after you are discharged from the hospital

### **Your ID Cards**

When you are enrolled in the Plan, you will get either one or two UniCare ID cards, depending on where you live. These cards have useful information about your benefits, as well as important telephone numbers you and your doctors may need.

#### If You Live in Massachusetts

Massachusetts residents get a plan ID card (blue). Use this card any time you get medical care, both in Massachusetts and when you travel.

#### If You Live Outside of Massachusetts

Members who live outside of Massachusetts will get both a plan ID card (blue) and a network ID card (green).

- Use your network ID card (green) when you get medical care from providers in the UniCare network in your home state.
- Use your plan ID card (blue) to get urgent care when you travel outside your home state.
- Use your plan ID card (blue) to get medical care from providers in Massachusetts.
- ☑ If you lose a card or need additional cards, you can order them from www.unicarestateplan.com. You can also call the Andover Service Center at (800) 442-9300.

## **Interpreting and Translating Services**

If you need a language interpreter when you contact the Andover Service Center, a customer service representative will access a language line and connect you with an interpreter who will translate your conversation with the representative.

If you are deaf or hard of hearing and have a TDD machine, you can contact UniCare by calling our telecommunications device for the deaf (TDD) line at (800) 322-9161 or (978) 474-5163.

For a translation of the above text, see Appendix D.

# **Notice of Privacy Practices**

UniCare's Notice of Privacy Practices appears in Appendix B.

This notice describes how medical information about you may be used and disclosed and how you can get access to this information. UniCare keeps the health and financial information of our current and former members private, as required by law. This notice also explains your rights as well as UniCare's legal duties and privacy practices. UniCare's policies comply with the Health Insurance Portability and Accountability Act (HIPAA), the federal standard for the protection of personal health information.

# **Involuntary Disenrollment Rate**

In accordance with Massachusetts Division of Insurance Regulations, UniCare reports that its involuntary disenrollment rate among its members for its Massachusetts book of business was 0 percent in 2013.

# **Understanding Costs**

#### Overview

This section talks about the costs associated with medical services that the Plan covers. Topics in this section include:

- Member costs that are your responsibility to pay: calendar year deductible, copays and coinsurance
- The **out-of-pocket maximums** on your member costs
- How UniCare reimburses providers
- What balance billing is and how to avoid it
- How physician tiering works
- Tips on how to keep your costs down

#### Your Member Costs

There are three types of member costs that are your responsibility to pay for the medical care you and your family get. These costs are separate and unrelated; they apply in different situations and are for different services. The three types of member costs, which are described in this section, are:

- Calendar year deductible This is a fixed amount you pay toward medical services each year before the Plan begins paying benefits for those services. Your deductible starts on January 1. Once you have paid the full amount, you won't owe any more deductible until the next January 1. See page 21 for details about the calendar year deductible.
- Copays (copayments) A copay is a set amount you pay when you get certain medical services. For example, you pay a copay when you see your doctor for a sore throat, or when you get outpatient surgery at a hospital. The dollar amount of your copay varies based on the service you're getting and the provider you're using. See pages 22-24 for details about copays.
- Coinsurance This is your share of the cost of a covered service when the service isn't covered at 100%. For example, if the Plan pays 80% of the allowed amount for a service, you are responsible for paying the other 20%. See page 24.

There are caps that limit how much you could pay each year for your member costs. These caps, called **out-of-pocket maximums**, limit what you could spend each calendar year on the combination of deductible, copays and coinsurance. See pages 24-25 for details about the out-of-pocket maximums.

#### How Member Costs Work

When UniCare gets a claim for medical services that you or someone in your family had, we'll subtract any member costs you owe from the amount we pay to that provider. That provider will then send you a bill for the amount of your member costs.

We deduct member costs in the order that your claims arrive at UniCare (which may not be in the same order that you got the medical services). You'll get an Explanation of Benefits (EOB) that lists which providers you will owe payment to.

A copay, if there is one, is always deducted first. Then, the calendar year deductible is deducted, and finally the coinsurance.

For a family

#### **About the Calendar Year Deductible**

The **calendar year deductible** is a set amount you pay toward medical services each year before the Plan begins paying benefits for those services. The calendar year deductible begins on January 1 each vear. This deductible applies to many, but not all, of the medical services you get. To find out whether the deductible applies to a particular medical service, see the "Benefit Highlights" section.

You have one calendar year deductible that applies to both your medical claims and any claims for out-of-network mental health/substance abuse services. Depending on how much a claim is for, it may take more than one claim before your entire deductible is met.

The total calendar year deductible you owe each year depends on whether it is for an individual or a family, as follows:

For an individual \$250 for one person each calendar year Applies to medical and out-of-network mental health/substance abuse services \$750 for the entire family each calendar year

For any one person in the family, the deductible is capped at \$250

Applies to medical and out-of-network mental health/substance abuse services

Table 1. Calendar Year Deductible Amounts

#### Calendar Year Deductible for an Individual

The \$250 individual deductible is the amount you must pay each year before the Plan begins to pay for many medical services and out-of-network mental health/substance abuse services.

**Example** – You have coverage in the Basic plan with CIC. In January, you get mental health services from an out-of-network provider and pay \$150 toward your deductible. You now have \$100 of your deductible left. In February, you go to a provider for medical care. If this second bill is more than \$100, you pay \$100 – the rest of your deductible – and the Plan pays the covered amount of the remaining charges. However, if this second bill is less than \$100, then the rest of your deductible will be taken the next time you go to a medical or out-of-network mental health/substance abuse provider.

#### Calendar Year Deductible for a Family

The \$750 family deductible is the most your family could pay each year before the Plan begins to pay for many medical services or out-of-network mental health/substance abuse services. The most you'll owe for any one family member is \$250, until the family as a whole reaches the \$750 limit.

**Example** – You, your spouse and your two children have family coverage in the Basic plan with CIC. In January, you and your two children go to providers for medical care. All three of you pay \$200 deductibles, for a total of \$600 toward the family calendar year deductible. In February, your spouse goes to an out-of-network mental health provider and pays \$150 deductible. Even though no single family member has reached the \$250 cap, the family deductible of \$750 has been paid. Therefore, no additional deductible will apply to your family until next January 1.

#### **Deductible Carryover**

If you pay any of your calendar year deductible for services you get during the last three months of the calendar year (October, November and December), that amount will be applied to your deductible in the following year. You must have had continuous coverage in the Plan since you had those services.

# **About Copays**

A **copay** (or **copayment**) is a set amount you pay when you get certain medical services. For example, you pay a copay when you see your doctor for a sore throat, or when you get outpatient surgery at a hospital. The dollar amount of your copay varies depending on what service you're getting and what kind of provider you're seeing. See the tables on pages 23-24 for a list of services and copay amounts.

Copays can work in two ways:

- Quarterly copays You pay quarterly copays only once in a calendar quarter<sup>1</sup>, no matter how many times you get that service during the quarter. There are quarterly copays for inpatient hospital care and outpatient surgery at a hospital.
- *Per-occurrence copays* These are copays you pay every time you have a particular service. Doctor visits, high-tech imaging, physical therapy, occupational therapy and emergency room visits are all per-occurrence copays.

#### **Inpatient Hospital Quarterly Copay**

The inpatient hospital copay is a per-person quarterly copay. Each time you or a covered dependent is admitted to a hospital, you will owe this copay. However, once you pay this copay during a calendar year quarter, you won't have to pay it again for this person during the same quarter.

**Example** – You have coverage with CIC. You are admitted to a hospital in January and stay overnight, so you owe this copay. If you are readmitted to a hospital in March, you won't owe another copay, because March is within the same calendar year quarter. But if you are readmitted to a hospital in May, you will have to pay the copay again.

If you are readmitted to the hospital within 30 days, you won't owe another inpatient hospital copay, as long as both hospital admissions are in the same calendar year. This is true even if the two admissions occur in different quarters.

**Example** – You are admitted to the hospital at the end of March and then readmitted in April (within 30 days of your March discharge). You don't owe another copay, even though the admissions are in different quarters. But if you are readmitted to a hospital in May (more than 30 days from your March discharge), you will have to pay the copay again.

If you have two hospital admissions in different calendar years, you will owe a copay for each admission, even if the readmission occurs within 30 days.

**Example** – You are admitted to a hospital at the end of December and are then readmitted in the beginning of January. You must pay a copay for each admission, even though the two admissions occur within 30 days of each other.

#### **Outpatient Surgery Copay at a Hospital**

When you have your outpatient surgery at a hospital, you owe the outpatient surgery copay. This is a per-person quarterly<sup>1</sup> copay. Each time you or a covered dependent has outpatient surgery at a hospital, you owe this copay. However, once you pay this copay during a calendar year quarter, you won't have to pay it again for this person during the same quarter.

**Example** – You have outpatient surgery at a hospital in January, so you will owe the outpatient surgery copay on the hospital charges. If you have another outpatient hospital surgery in March, you won't owe another copay, because March is within the same calendar year quarter. But if you have outpatient surgery at a hospital in May, you will have to pay the copay again.

<sup>1</sup> Calendar year quarters are: January/February/March, April/May/June, July/August/September and October/November/December.

#### **Outpatient Surgery at Other Facilities**

The outpatient surgery copay applies only when you have your surgery at a hospital or hospital-owned facility. If you have your surgery at a non-hospital-owned ambulatory surgery center or physician's office, there's no copay.

#### **Copays for Office Visits and Other Services**

Table 2 lists the copays you will have for office visits and services with different kinds of providers, including primary care providers and specialists (specialty care providers).

**Important:** Some specialists may also provide primary care. If so, they will be considered specialists when we determine their tier and copay assignments. This means you will pay the specialist office visit copay, whether you see the specialist for a primary care or specialty care visit.

**Table 2. Copays for Office Visits** 

Type of Visit	Without CIC	With CIC
Primary Care Visit With a Primary Care Physician <sup>1</sup> , Nurse Practitioner or Physician Assistant	\$20	\$20
Specialist Visit With a Physician in Massachusetts  ***Tier 1 (excellent):  **Tier 2 (good):  *Tier 3 (standard): Not tiered²	\$25 \$35 \$45 \$35	\$25 \$35 \$45 \$35
Specialist Visit With a Physician outside Massachusetts	\$35	\$35
Specialist Visit – With a Nurse Practitioner or Physician Assistant	\$35	\$35
Routine Eye Exam: With an Optometrist With an Ophthalmologist	\$35 See specialists (above)	\$35 See specialists (above)
Visit to a Licensed Retail Medical Clinic at a Retail Pharmacy	\$20	\$20

<sup>1</sup> Primary care physicians are pediatricians, as well as physicians who specialize in family medicine, general medicine, geriatrics and/or internal medicine.

<sup>2</sup> These are physicians who don't have enough data to allow us to score them, such as doctors who are new to practice or specialists who are not tiered through the CPI Initiative.

\$20

\$20

Without CIC With CIC **Type of Service Emergency Room** \$100 (waived if admitted) \$100 (waived if admitted) Inpatient Hospital Care \$300 per quarter \$200 per quarter This copay is waived for This copay is waived for readmissions within 30 days readmissions within 30 days of discharge, within the same of discharge, within the same calendar year. calendar year. Outpatient Surgery · At a hospital or hospital-owned \$110 per quarter \$110 per quarter facility · At a non-hospital-owned facility No copay No copay Outpatient High-Tech Imaging, \$100 per scan \$100 per scan such as MRIs, CT scans, PET scans At a hospital or non-hospital-owned (limit of one copay per day) (limit of one copay per day) facility Physical Therapy \$20 \$20

**Table 3. Copays for Other Medical Services** 

#### **About Coinsurance**

Occupational Therapy

Chiropractic Care

**Coinsurance** is your share of the cost of a covered service when the service isn't covered at 100%. For example, if the Plan pays 80% of the allowed amount for a service, you are responsible for paying the other 20%. To find out which benefits have coinsurance, see the "Benefit Highlights" section.

\$20

\$20

#### **Limits to Your Member Costs**

The Plan limits how much you could pay each year for your member costs (deductible, copays and coinsurance). These **out-of-pocket maximums** are the total dollar amounts you could pay for member costs during a calendar year. There are two different out-of-pocket maximums:

- Basic Plan out-of-pocket maximum (including costs for in-network mental health/substance abuse services)
- Out-of-pocket maximum for out-of-network mental health/substance abuse services

#### The Basic Plan Out-of-Pocket Maximum

Table 4 provides information about your Basic Plan out-of-pocket maximum. Once you reach this maximum, the Plan pays 100% of the allowed amounts for the rest of the year.

# The Out-of-Pocket Maximum for Out-of-Network Mental Health/Substance Abuse Services

The other limit on member costs applies to out-of-network mental health/substance abuse services. For information about this limit, see the "Mental Health, Substance Abuse and Enrollee Assistance Programs" section (pages 159-188).

To get the highest benefit, you must notify UniCare when you have these services. The "Managed Care Program" section explains this requirement and lists the services that you must notify UniCare about.

Table 4.	Basic	Plan	Out-of-	-Pocket	Maximum
I am T					

Out-of-pocket maximum amounts		
For an individual \$5,000 for one person each calendar year		
For a family \$10,000 for the entire family each calendar year For any one person in the family, the out-of-pocket maximum is \$5,000		
What is included in the out-of-pocket maximum		

- Calendar year deductible
- Copays/coinsurance for medical services
- Copays/coinsurance for in-network mental health/substance abuse services
- · Copays/coinsurance for emergency services

#### What is not included in the out-of-pocket maximum

- Copays/coinsurance for out-of-network mental health/substance abuse services
- · Member costs for drugs/services through the prescription drug plan
- Premiums
- Balance bills (charges above the allowed amount)
- · Services not covered by insurance

#### **About Provider Reimbursement**

#### **Allowed Amounts**

UniCare reimburses a provider for a service based on the allowed amount for that service. The **allowed amount** is the amount UniCare determines to be within the range of payments most often made to similar providers for the same service or supply. It is the maximum amount that the Plan pays for covered health care services. The Plan has established allowed amounts for most services from providers.

#### How UniCare Reimburses Providers

The Plan routinely reimburses providers on a fee-for-service basis. As various models of health care reform are put in place, as anticipated by legislation in Massachusetts, the Plan may engage certain providers in shared savings and loss arrangements whereby providers receive additional payments for meeting quality and cost targets. Explanations of this type of provider payment will be available on the Plan website and on request as they are put in place. In this Plan, providers may discuss the nature of their compensation with you.

# **How Allowed Amounts and Balance Billing Work**

#### **Balance Billing (Charges over the Allowed Amount)**

The allowed amount for a given service may not be the same as what a provider actually charges. When a provider asks you to pay for charges above the allowed amount (that is, above the amount paid by insurance), it is called **balance billing**.

The Plan does not cover balance bills, nor are balance bills included in your out-of-pocket maximums. By law, Massachusetts providers aren't allowed to balance bill you. However, providers in other states may do so.

See "Tips for Managing Your Costs" on page 28 for ways to avoid being balance billed.

#### When You Get Care in Massachusetts

Massachusetts providers are not allowed to balance bill you for charges over the allowed amount (Massachusetts General Law, Chapter 32A: Section 20). If you get a balance bill from a Massachusetts provider, contact the Andover Service Center to help you resolve this issue.

#### If You Live Outside of Massachusetts

If you live outside of Massachusetts, you won't get balance billed as long as you use providers in your home state that are in the UniCare network. Otherwise, you may get balance billed for the difference between the Plan's allowed amount and what the provider charged. Since the Plan doesn't cover balance bills, payment is your responsibility.

Mental health/substance abuse services — You may be balance billed if you use a mental health/substance abuse provider that is not in the Beacon Health Strategies network. Beacon Health Strategies is the administrator for these services (pages 159-188).

#### When You Travel

If you travel outside of either Massachusetts or the state where you live, you can be balance billed if you get medical care. Non-Massachusetts providers may balance bill you for the difference between the Plan's allowed amount and what the provider charged.

If you need urgent care when you travel, you will not be balance billed as long as you go to a UniCare Travel Access provider. Keep in mind, however, that Travel Access providers are for urgent care only. If you get elective care in another state, you may get balance billed by any provider. Since the Plan doesn't cover balance bills, payment is your responsibility.

Mental health/substance abuse services — You may be balance billed if you use a mental health/substance abuse provider that is not in the Beacon Health Strategies network. Beacon Health Strategies is the administrator for these services (pages 159-188).

#### When You Use Preferred Vendors

**Preferred vendors**, whether located within or outside of Massachusetts, have agreed to accept the Plan's allowed amount. This means that you won't be balance billed as long as you use preferred vendors for the following services:

- Durable medical equipment (DME)
- Home health care
- Home infusion therapy
- Medical/diabetic supplies

See Appendix H for a list of preferred vendors.

#### When You Use Non-Preferred Vendors

Services from non-preferred vendors are covered at 80%, so you will owe 20% coinsurance. In addition, non-preferred vendors outside of Massachusetts may balance bill you for charges over the allowed amount. Since the Plan doesn't cover balance bills, payment is your responsibility.

# **About Physician Tiering**

To help you make more informed choices about the specialists (specialty care physicians) you see, the GIC's Clinical Performance Improvement (CPI) Initiative includes a **physician tiering** program for specialists. Under this program, we assign individual Massachusetts specialists to tiers based on how they score on quality and/or cost efficiency compared to the other physicians in the same specialty. We use this comparison to place specialists into one of three tiers, as described below. The names of the tiers have been assigned by the GIC for use uniformly across all of its participating health plans.

#### \*\*\*Tier 1 (Excellent)

Tier 1 specialists have met or exceeded the quality threshold we established for their specialty. Based on our measures, they also showed that they are the most cost efficient compared to their peers in the same medical specialty. Tier 1 is designed to acknowledge the performance of these physicians in terms of both quality and/or cost-efficiency measures, as determined by the available claims data and the standards we use.

#### \*\*Tier 2 (Good)

Tier 2 specialists are those who have met or exceeded the quality assessment threshold established for their specialty. However, based on our measures, they have not performed as well on cost efficiency as those physicians in Tier 1.

#### \*Tier 3 (Standard)

Tier 3 specialists are those who did not meet our quality threshold established for their specialty, or our measures indicated that they were the least cost efficient, or both.

**Note:** Sometimes we don't have enough quality data to evaluate specialists. In that case, we evaluate the specialists based only on their cost-efficiency data. If they meet our cost-efficiency criteria, they are assigned to one of the three tiers based only on their cost-efficiency scores.

Also, for a variety of reasons, certain specialists don't have enough data available to allow us to assess either their quality or cost efficiency according to our procedures. In our provider listing, these specialists are placed in the category of Not Tiered/Insufficient Data (NT/ID). You can see these specialists for a \$35 copay.

Primary care providers (PCPs) are included in our provider listing, but they aren't tiered. You pay a \$20 copay for all primary care visits. PCPs include physicians, nurse practitioners and physician assistants whose specialty is family medicine, general medicine, pediatrics, geriatrics or internal medicine.

You will find detailed explanations about the assignment of doctors to tiers and about the methods used to determine the quality and cost-efficiency scores of the physicians at www.unicarestateplan.com. You can also call the Andover Service Center at (800) 442-9300 to request materials.

We assign specialists to different tiers using data based on the claims that physicians submit and our tiering methodology. We know that using claims data has some limitations. We also know that there are other ways to evaluate physicians for their quality or cost efficiency. When you choose your physicians, you may rely on other information that we cannot get through claims data. You may also rely on your own views about what quality means. Although we use a standardized approach that we have developed to evaluate quality and cost efficiency, we understand that our members need to choose physicians who are appropriate for them, and you are not prevented from doing so by our tiering program.

#### How to Find a Specialist's Tier Designation

■ To find out which tier a specialist is in, go to www.unicarestateplan.com > Find a Doctor. You can also check the provider listing, or call the Andover Service Center at (800) 442-9300 for assistance.

# **Tips for Managing Your Costs**

There are several things you can do to help ensure you don't pay more than you need to for medical services.

#### Use Tier 1 and Tier 2 specialists.

Your copays are lower when you use these providers.

#### • Use preferred vendors.

Services from preferred vendors are covered at 100%. When you use non-preferred vendors, services are covered at 80%, so you'll owe 20% coinsurance.

#### Have outpatient surgery at a non-hospital-owned facility.

You don't have an outpatient surgery copay when you have your surgery at a non-hospital-owned ambulatory surgery center or physician's office.

#### • Use non-hospital-owned urgent care centers.

If you need urgent care, your costs are lower if you use a non-hospital-owned urgent care center instead of a hospital emergency room.

To avoid being balance billed (for care outside Massachusetts):

#### • If you live outside Massachusetts, use network providers.

Always use providers in your home state that belong to the UniCare network.

#### • If you need urgent care while traveling, use a Travel Access provider.

No matter where you live, use UniCare Travel Access providers for urgent care when you travel outside your home state. (If you are traveling to Massachusetts, however, you can use any provider.)

#### • Make sure your out-of-state dependent uses Travel Access providers.

Covered dependents who live in states other than your home state (or Massachusetts) should also use UniCare Travel Access providers when they need urgent care.

☑ Visit www.unicarestateplan.com to find network providers, Travel Access providers, preferred vendors, ambulatory surgery centers and urgent care centers.

# **Your Claims**

#### **Overview**

This section provides information on how to submit a claim, how your benefits are covered when you have coverage under more than one health plan, how to view your claims online, the Plan's claim review process, your appeal rights under the Plan, and other important information relating to your claims.

#### How to Submit a Claim

To receive benefits from the Plan, a claim must be filed for each service. Most hospitals, physicians or other health care providers will submit claims for you. If your provider files claims on your behalf, the provider will be paid directly. If you submit your own claim, you must include written proof of the claim that includes:

- Diagnosis
- Date of service
- Amount of charge
- Name, address and type of provider
- Provider tax ID number, if known
- Name of enrollee
- Enrollee's ID number
- Name of patient
- Description of each service or purchase
- Information on any other group health insurance plans under which you may be covered
- Accident information, if applicable
- Proof of payment, if applicable

If the proof of payment you receive from a provider contains information in a foreign language, please provide the Plan with a translation of this information, if possible.

The Plan's claim form may be used to submit written proof of a claim. Original bills or paid receipts from providers will also be accepted as long as the information described above is included.

■ You can print or request a claim form from www.unicarestateplan.com. Or call the Andover Service Center at (800) 442-9300 for assistance.

Claims for prescription drug or mental health, substance abuse or EAP benefits — Claims for these services must be submitted directly to the administrator of those services. See pages 51-65 (prescription drug program) or pages 159-188 (mental health, substance abuse and EAP programs).

#### **Filing Deadline**

Written proof of a claim must be submitted to the Plan within two years from the date of service. Claims submitted after two years will be accepted for review if it is shown that the person submitting the claim was mentally or physically incapable of providing written proof of the claim in the required time frame.

# **Checking Your Claims for Billing Accuracy**

#### Bill Checker Program

The goal of the Bill Checker Program is to detect overpayments that are the result of billing errors that only you may recognize. Just as you might do with your utility bills, the Plan encourages you to review all of your medical bills for accuracy. In those instances where you do detect a billing error and you are able to obtain a corrected bill from your provider, you will share in any actual savings realized by the Plan.

#### What You Need to Do

You must ask the provider to send you an itemized bill for the services you received. As soon as possible, review this bill for any charges that indicate treatment, services or supplies that you did not receive. Check items such as:

- Did you receive the therapy described on the bill?
- Did you receive X-rays as indicated on your bill?
- Are there duplicate charges on the same bill?
- Have you been charged for more services than you received?
- Did you receive the laboratory services described on the bill?
- Does the room charge reflect the correct number of days?
- Were you charged for the correct type of room?

#### When Errors Are Detected

If you find an error, contact the provider or the provider's billing office and report the exact charges you are questioning. Request an explanation of any discrepancies and ask for a revised itemized bill showing any adjustments.

#### How to Receive Your Share of the Savings

To receive your share of the savings, you must send copies of both the original and revised bills to the Plan along with the completed Bill Checker form. For your convenience, a Bill Checker form can be found in Appendix C.

■ You can also request this form from www.unicarestateplan.com.

Be sure to include the enrollee's name and identification number on the Bill Checker form. The Plan will review the two bills and, if a billing error is confirmed, you will receive 25% of any savings that the Plan realizes. All reimbursements are subject to applicable state and federal income taxes.

#### Provider Bills Eligible under the Program

All bills for which UniCare provides the primary benefits are eligible under the Bill Checker Program. Bill Checker is not applicable to members who have Medicare as their primary coverage. This program may not apply to certain inpatient bills paid under the Diagnosis Related Group (DRG) methodology. Bills for prescription drugs and mental health/substance abuse services are excluded.

#### **Claims Review Process**

The Plan routinely reviews submitted claims to evaluate the accuracy of billing information about services performed. The Plan may request written documentation such as operative notes, procedure notes, office notes, pathology reports and X-ray reports from your provider. In cases of suspected claim abuse or fraud, the Plan may require that the person whose disease, injury or pregnancy is the basis of the claim be examined by a physician chosen by the Plan. This examination will be performed at no expense to you.

## **Restrictions on Legal Action**

No legal action or suit to recover benefits for charges incurred while covered under the Plan may be started before 60 days after written proof of a claim has been furnished. Further, no such action or suit may be brought more than three years after the time such proof has been furnished. If either time limit is less than permitted by state law in the state you lived in when the alleged loss occurred, the limit is extended to be consistent with that state law.

# **Right of Reimbursement**

The Plan will have a lien on any recovery made by you or your dependents covered under this Plan for an injury or disease to the extent that you or your dependents has received benefits for such injury or disease from the Plan. That lien applies to any recovery made by you or your dependents from any person or organization that was responsible for causing such injury or disease, or from their insurers. Neither you nor your dependents will be required to reimburse UniCare for more than the amount you or your dependents recover for such injury or disease.

You or your dependents must execute and deliver such documents as may be required, and do whatever is necessary to help UniCare in its attempts to recover benefits it paid on behalf of you or your dependents.

# **Claims Inquiry**

If you have questions about your claims, contact the Andover Service Center in one of the following ways to request a review of your claim:

- Call us at (800) 442-9300
- Write to the UniCare State Indemnity Plan, Claims Department, P.O. Box 9016, Andover, MA 01810-0916
- **Email** us from www.unicarestateplan.com > Contact Us

If you have additional information, please include it with your letter. You will be notified of the result of the investigation and of the final determination.

#### 24-Hour Access to Claims Information

You can also check the status of your claims 24 hours a day, seven days a week in the following two ways:

- Call us at (800) 442-9300 and select the option to access our automated information line.
- La Visit www.unicarestateplan.com. Register by creating a user ID and password to protect the privacy of your information. Dependents age 18 or older can access their individual claims information by establishing their own user IDs and passwords.

# Inquiry, Complaint and Grievances/Appeals Process

For instructions on how to file an inquiry, complaint or grievance/appeal, see Appendix F.

Appeals for prescription drug or mental health, substance abuse or EAP services — Appeals for these services must be filed with the administrator of the services. See pages 51-65 (prescription drug program) or pages 159-188 (mental health, substance abuse and EAP programs).

# **Reporting Requirements**

The Plan provides the following information to the Massachusetts Office of Patient Protection no later than May 15 of each year:

- 1. A list of sources of independently published information assessing member satisfaction and evaluating the quality of health care services offered by the Plan
- 2. The percentage of physicians who voluntarily and involuntarily terminated participation contracts with the Plan during the previous calendar year for which such data has been compiled, and the three most common reasons for voluntary and involuntary physician disenrollment
- 3. The percentage of premium revenue expended by the Plan for health care services provided to members for the most recent year for which information is available, and
- **4.** A report detailing, for the previous calendar year, the total number of:
  - Filed grievances/appeals, grievances/appeals that were approved internally, grievances/appeals that were denied internally, and grievances/appeals that were withdrawn before resolution
  - External appeals pursued after exhausting the internal grievance/appeal process and the resolution of all such external grievances/appeals

# Request and Release of Medical Information

UniCare's policies for releasing and requesting medical information comply with the Health Insurance Portability and Accountability Act (HIPAA). For more details, see UniCare's Notice of Privacy Practices in Appendix B.

# **Managed Care Program**

#### **Overview**

UniCare's Managed Care Program, located in the Andover Service Center, includes the following components:

- Notification Requirements
- Utilization Management Review Program
- Medical Case Management
- Quality Centers and Designated Hospitals for Transplants

The Managed Care Program reviews clinical information ("clinical criteria") for certain health care services to determine whether the services are eligible for benefits. This process, called **utilization management**, is a standard component of most health care plans. It helps ensure that benefits are paid appropriately for services that meet the Plan's definition of medical necessity. Utilization management helps control costs while preserving the ability of the GIC to offer the benefits of an indemnity plan to members

The clinical criteria used for these reviews have been developed with input from actively practicing physicians, and are developed in accordance with the standards adopted by the national accreditation organizations. They are updated at least three times a year, or more often as new treatments, applications and technologies are adopted as generally-accepted professional medical practice.

Managed Care staff includes nurse reviewers and physician advisors. To determine eligibility for benefits, nurse reviewers speak with your doctors, hospital staff, and/or other health care providers to evaluate your clinical situation and circumstances. In addition, your physician will be offered the opportunity to speak with a physician advisor in Managed Care to discuss the proposed treatment and/or the setting in which it will be provided. Managed Care staff will inform you about what services will be eligible for benefits.

## When to Notify UniCare about Upcoming Medical Care

The list of notification requirements (pages 34-37) lets you know when you need to notify the Andover Service Center about a treatment, service or procedure. Managed Care staff will review your case to determine if the care is eligible for benefits under the Plan. This process reduces your risk of having to pay for non-covered services.

This review process begins when you, or someone acting for you, notifies the Andover Service Center that:

- You or your dependent will be or has been admitted to the hospital; or
- A provider (either in Massachusetts or elsewhere) has recommended one of the listed procedures or services.

Important: If you fail to notify the Andover Service Center within the required time frame (specified in the list on pages 34-37), your benefits may be reduced by as much as \$500.

Left You can also find the list of notification requirements at www.unicarestateplan.com.

#### **Information You Must Provide When You Call**

When you call the Andover Service Center, please have the following information available:

- The procedure or service being performed
- The hospital admission date or the start of service date
- The name, address and phone number of the admitting or referring physician, as well as the fax number, if possible
- The name, address and phone number of the facility or vendor, as well as the fax number, if possible

If you aren't sure whether a treatment, service or procedure is on this list, check with your doctor, or call the Andover Service Center at (800) 442-9300.

Important: Submitting a claim for service is not enough to meet this requirement. You must contact the Andover Service Center directly, and within the amount of time listed in the table.

# **Notification Requirements**

You must notify the Andover Service Center within the specified amount of time for these services. Note that some of the listed procedures may be performed in a doctor's office.

**Table 5. Notification Requirements** 

<b>Breast Cancer Genetic Testing</b>		At least 7 days before testing
Testing for the breast cancer sus	ceptibility gene (BRCA	N)
Chiropractic Care		At least 1 business day before services start
Manipulative therapy for children under age 13  Services must be provided by:  Chiropractors  Medical or osteopathic physicians		
Cleft Palate and Cleft Lip T	reatment/Services	At least 7 days before services start
Treatment or services to correct	birth defect in which th	ere is a split in the lip and roof of the mouth
Durable Medical Equipmen	t (DME) <sup>1</sup>	At least 1 business day before ordering equipment
You must notify UniCare if the pu	urchase price is more t	han \$500, or if the expected rental charges will

You must notify UniCare if the purchase price is more than \$500, or if the expected rental charges will be more than \$500 over the period of use.

Exception: Oxygen and oxygen equipment don't require notification

Echocardiography	At least 7 days before the procedure
Resting Transthoracic Echocardiography	Standard echocardiogram, also known as a transthoracic echocardiogram (TTE), or cardiac ultrasound
Stress Echocardiography	Cardiac stress test done with heart stimulation, either by exercise or with intravenous pharmacological stimulation
Transesophageal Echocardiography	Specialized probe containing an ultrasound transducer passed into the esophagus

<sup>1</sup> To get the highest benefit, use preferred vendors for these services (see Appendix H).

# **Table 5. Solution Requirements** (continued)

You must notify the Andover Service Center within the specified amount of time for these services. Note that some of the listed procedures may be performed in a doctor's office.

<b>High-Tech Imaging</b>	At least 7 days before the procedure
CT scan	Special computerized X-ray of structures within the body
CTA scan	Special computerized X-ray of blood vessels within the body
Echocardiology	Imaging of the heart
MRI	Imaging study of soft tissues in the body
MRA scan	Imaging study of blood vessels within the body
Nuclear cardiology	Studies using radioactive substances and non-invasive techniques to assess heart blood flow and heart muscle function
PET scan	Specialized imaging to produce three-dimensional images of parts of the body
SPECT scan	Specialized three-dimensional imaging of various tissues and organs
Home Health Care Home Infusion Therapy Private Duty Nursing	At least 1 business day before services start

Services must be provided by one of the following:

- Home health agencies<sup>1</sup>
- Visiting nurse associations<sup>1</sup>
- Home infusion therapy companies<sup>1</sup>

#### · Private duty nurses Hyperbaric Oxygen Therapy At least 7 days before services start Administration of pure oxygen at higher than atmospheric pressure **Inpatient Hospital Services Emergency admission** Notice required within 24 hours (or next business day) **Maternity admission** Notice required within 24 hours (or next business day) Non-emergency admission Notice required at least 7 calendar days before admission for elective inpatient treatment **Occupational Therapy** At least 1 business day before services start Physical Therapy At least 1 business day before services start

<sup>1</sup> To get the highest benefit, use preferred vendors for these services (see Appendix H).

#### **Table 5. Sample Notification Requirements** (continued)

You must notify the Andover Service Center within the specified amount of time for these services. Note that some of the listed procedures may be performed in a doctor's office.

<b>Radiation Therapy</b>	At least 7 days before services start
Brachytherapy	A form of radiotherapy where a radiation source is placed inside or next to the area requiring treatment
Cyberknife	Robotic radiosurgery system used for treating tumors and other medical conditions
IMRT (Intensity Modulated Radiation Therapy)	A type of radiation that shapes the radiation beams to closely approximate the shape of the tumor
Proton beam	A type of particle therapy using a beam of protons to irradiate diseased tissue
Traditional radiation	The use of ionizing radiation to control or kill malignant cells
Sleep Studies	At least 7 days before the study begins
Sleep study (including polysomnography)	Sleep study that monitors you as you sleep, either in a facility or a home setting
<b>Specialty Drugs (infused)</b>	At least 7 days before administration
Avastin (Oncolytics)	Rituxan
• Erbitux	Vectibix
Herceptin	Yervoy
Prialt	

**Note:** Additional specialty drugs (non-oncology) require review and dispensing by the prescription drug plan (pages 51-65). Also see Exclusion 53 on page 128 and Limitation 13 on page 131.

#### **Table 5. Notification Requirements** (continued)

You must notify the Andover Service Center within the specified amount of time for these services. Note that some of the listed procedures may be performed in a doctor's office.

Surgery	At least 7 days before surgery
Back surgery	Including, but not limited to, procedures listed here, as well as any other spinal instrumentation not otherwise specified
Cardioverter-defibrillator implantation	Surgical implantation of a device to continuously monitor the heart rhythm to detect and correct abnormal heart rhythms
Discectomy – lumbosacral spine (open, percutaneous and endoscopic, and other minimally invasive procedures to treat back pain)	Procedures on the spine using small incisions through the skin and probes, endoscopes or catheters to perform procedures
Knee meniscal transplant	Transplant of special cartilage into the knee to treat certain types of knee pain and problems
Laminectomy/laminotomy of the lumbosacral spine	Any surgical procedure removing portions of the vertebra to relieve pressure on the spinal cord or nerve roots in the lower back
Sinus surgery (including endoscopy)	Any procedure by any method that opens, removes or treats the nasal sinuses, including the use of an endoscope
Spinal cord stimulator and neuromodulator implantation	Implantation of a device that delivers electrical current directly to specific areas of the spinal cord with implanted electrodes, to treat pain or urinary incontinence
Spinal fusion of the lumbosacral spine	Surgical procedures in which two or more of the vertebrae in the lower back are fused together
Spinal instrumentation of the lumbosacral spine	Any surgical procedure by any method to relieve pressure on the spinal cord or nerve roots in the lumbosacral spine (lower back)
Upper gastrointestinal endoscopy	Examination through a flexible telescopic tube (endoscope) of the upper gastrointestinal (UGI) area (that is, the esophagus, stomach and duodenum) for diagnosis and/or treatment
Vertebroplasty	Injection of material into the center of a collapsed spinal vertebra to repair fractures
Transplants	At least 21 days before transplant-related services begin
Exception: Cornea transplants dor	't require notification
Varicose Vein Treatment (inc	luding Sclerotherapy) At least 7 days before treatment
Treatment or services for veins in	the legs that have become twisted or enlarged

#### **Utilization Management Review Program**

#### **Reviews for Inpatient Hospital Admissions**

#### **Initial Review for Hospital Admissions**

The Plan must review all inpatient hospital admissions. You or someone acting for you must call the Andover Service Center at (800) 442-9300 at least seven days before a non-emergency admission, and within 24 hours of, or the next business day after, an emergency or maternity admission.

The purpose of this review is to let you know if the admission is eligible for benefits under the Plan. Calling the Andover Service Center reduces your risk of having to pay for non-covered services. Once the Andover Service Center has been notified, a nurse reviewer may call your provider for clinical information to help with the review process.

#### **Initial Determination**

The Plan will make an initial determination within two business days of getting all necessary information.

As soon as a decision has been made, UniCare will contact your provider within 24 hours. For an emergency admission, UniCare will contact the hospital directly. In addition, both you and your provider will be notified in writing or electronically within two business days to confirm that the hospitalization is eligible for benefits under the Plan. The written notice will also specify the initial length of stay that has been approved.

If the nurse reviewer is unable to make a determination, your provider will be offered the opportunity to speak with a physician advisor. If the Plan determines that the admission is not eligible for benefits, the nurse reviewer will promptly notify you, your doctor and the hospital.

#### **Continued Stay Review for Hospital Admissions**

Your provider may recommend that you stay in the hospital beyond the initial number of days that the Plan has approved. In this case, the Plan will determine whether a continued hospital stay is eligible for benefits under the Plan.

You don't need to contact UniCare if your provider recommends that you stay in the hospital longer. During your continued stay, the nurse reviewer will work with the hospital staff to facilitate planning for care that may be required after your discharge.

If the nurse reviewer is unable to make a determination about your continued hospitalization, your provider will be offered the opportunity to speak with a physician advisor. If the Plan determines that the continued stay is not eligible for benefits, the nurse reviewer will promptly notify you, your doctor and the hospital.

#### **Concurrent Review**

A concurrent review is a review that takes place during a hospital stay. A concurrent review may be for a continued stay (see above) or for additional services.

The Plan will make a concurrent review determination within one business day of getting all necessary information, and will notify the provider by telephone or fax within one business day. The notice will specify the number of extended days or the next review date, the new total number of days or services approved, and the date of admission or start of services.

If the nurse reviewer is unable to make a determination, your provider will be offered the opportunity to speak with a physician advisor before the Plan makes a final decision.

#### **Adverse Determinations (Denials)**

If the Plan determines that the continued stay or service is not eligible for benefits, the nurse reviewer will notify your provider by telephone within 24 hours, and will provide written or electronic notification within one business day after that. You will continue to get services without any liability until you, or your authorized representative, have been notified.

The written notice will tell you about your right to an internal expedited appeal, including the right to a decision before you are discharged.

The Plan's written notice will include a substantive clinical justification that is consistent with generally-accepted principles of professional medical practice, This notice will:

- Identify the specific information upon which the adverse determination was based
- Discuss your presenting symptoms or condition; diagnosis and treatment interventions; and the specific reasons why the medical evidence doesn't meet the generally-accepted principles of medical practice
- Specify any alternative treatment option offered by the Plan, and
- Reference and include applicable clinical practice guidelines and review criteria

#### **Reconsideration After a Denial**

If benefits are denied before or while health care services are being provided, either the attending physician or the member may ask for reconsideration. The reconsideration process gives the provider the opportunity to speak with another clinical peer reviewer who was not involved in the original denial.

For an immediate reconsideration, the Andover Service Center must get the request and all supporting information within three business days of the initial denial notification. The reconsideration will take place within one business day after all necessary supporting documentation has been received. The decision is then communicated in writing to the member and the member's health care provider.

You may also use the Internal Inquiry, Complaint and Grievances/Appeals Process described in Appendix F.

#### **Reviews for Services that Require 1-Day Notice**

You must notify UniCare at least one business day (24 hours) before any of the following:

- Manipulative therapy for children under age 13
- Durable medical equipment (DME)
- Home health care
- Home infusion therapy
- Private duty nursing
- Occupational therapy
- Physical therapy

A nurse reviewer may call your provider for clinical information to help determine your eligibility for benefits. Once the decision is made, UniCare will contact your provider directly, and you will be notified in writing.

#### **Reviews for Manipulative Therapy**

Manipulative therapy refers to any hands-on treatment provided by a chiropractor or a medical or osteopathic physician. You must contact UniCare when manipulative therapy is prescribed for children under age 13. No notice is required for members age 13 and over.

#### Reviews for Durable Medical Equipment (DME) over \$500

Any durable medical equipment (DME) – other than oxygen and oxygen equipment – ordered by a physician that is expected to cost more than \$500 is subject to review. The \$500 cost may be the purchase price or the total rental charges.

If you get equipment from a preferred vendor, the authorized item will be covered at 100% of the allowed amount after the calendar year deductible. Any equipment you get from a non-preferred vendor is covered at 80% of the allowed amount (after the calendar year deductible).

Please note that if an item isn't available from a preferred vendor, although authorized, it will only be covered at 80% of the allowed amount (after the calendar year deductible).

#### Reviews for Occupational Therapy and Physical Therapy

Physical and occupational therapy must be ordered by a physician, and a copy of the order must be made available to UniCare.

#### Reviews for Procedures and Services that Require 7-Day Notice

For many of the non-emergency procedures and services on the list of notification requirements (pages 34-37), you must notify UniCare at least seven calendar days before the scheduled date of the procedure. This notice is always required, whether the procedure is being done at a hospital (inpatient or outpatient), a freestanding facility or a physician's office.

If you aren't sure whether you must notify UniCare, or if you don't know the medical term for the procedure, ask your provider to either contact UniCare or check the list on pages 34-37. Once UniCare has been notified, a nurse reviewer may call your provider for clinical information to help determine if the scheduled procedure is eligible for benefits.

If the nurse reviewer is unable to make a determination, your provider will be offered the opportunity to speak with a physician advisor at UniCare before a final decision is made. Once the decision is made, UniCare will contact your provider directly, and you will be notified in writing.

#### **Medical Case Management**

A **medical case manager** is a registered nurse who can assist you and your family when you are faced with a serious medical problem such as a stroke, cancer, spinal cord injury or other conditions that require multiple medical services. Medical case managers help to establish goals that are tailored to meet your health care needs.

The medical case manager will:

- Help you and your family cope with the stress associated with an illness or injury by facilitating discussions about health care planning
- Support the coordination of services among multiple providers
- Work with the attending physician and other providers to support the member's present and future health care needs
- Provide the member with information about available resources

- Work with mental health/substance abuse benefits administrators to help coordinate services and maximize benefits, if your condition requires both medical and mental health services
- Explore alternative funding or other resources in cases where there is need but benefits under the Plan are limited
- Promote education, wellness, self-help and prevention programs to help manage chronic disease conditions
- Promote the development of a care plan to ease the transition from hospital to home

#### **Quality Centers and Designated Hospitals for Transplants**

UniCare has designated certain hospitals as Quality Centers and Designated Hospitals for organ transplants. These hospitals were chosen for their specialized programs, experience, reputation and ability to provide high-quality transplant care. The purpose of this program is to facilitate the provision of timely, cost-effective, quality services to eligible Plan members.

Transplants at Quality Centers and Designated Hospitals are covered at 100% after the applicable copay and deductible. Transplants at other hospitals are covered at 80% after the applicable copay and deductible. Although you have the freedom to choose any health care provider for these procedures, you can maximize your benefits when you use one of these Quality Centers or Designated Hospitals. You or someone on your behalf should notify the Plan as soon as your physician recommends a transplant evaluation.

A medical case manager is available to support the member and family before the transplant procedure and throughout the recovery period. He or she will:

- Review the member's ongoing needs
- Help coordinate services while the member is awaiting a transplant
- Help the member and family optimize Plan benefits
- Maintain communication with the transplant team
- Facilitate transportation and housing arrangements, if needed
- Facilitate discharge planning alternatives
- Help coordinate home care plans, if appropriate
- Explore alternative funding or other resources in cases where there is need but benefits under the Plan are limited

To contact Medical Case Management, please call UniCare Customer Service at (800) 442-9300 and ask to speak with a medical case manager.

### **Benefit Highlights**

#### A Summary of Your Medical Benefits

This section contains a summary of your medical benefits under the UniCare State Indemnity Plan/Basic, as follows:

- What the plan pays with CIC (comprehensive insurance coverage) and without CIC (non-comprehensive insurance coverage)
- Which member costs (deductible, coinsurance and/or copays) you are responsible for paying in connection with a service or supply (for copay and deductible amounts, see the "Understanding Costs" section)
- Any limits on the number of visits allowed or dollar amounts paid per calendar year

**Important:** The information contained in this section is only a summary of your medical benefits. For additional details of your medical plan benefits, please see the "Description of Covered Services" section.

#### **Book Symbol**

The book symbol  $\square$  next to each service listed in the Summary tables directs you to other pages that provide additional details about that service.

#### **Telephone Symbol**

The telephone symbol Peters you know that, to obtain the highest benefit for this service, you must contact the Andover Service Center. If you don't do so, your benefits may be reduced by up to \$500. However, you don't need to call UniCare if you are outside the continental United States (the contiguous 48 states). See the "Managed Care Program" section for more information about the notification requirements associated with these benefits.

#### **Computer Symbol**

The computer symbol  $\blacksquare$  indicates that information on the highlighted topic is available at www.unicarestateplan.com.

**Table 6. Summary of Covered Services** 

	Without CIC	With CIC
☑ Inpatient Hospital Services in an Acute Medical, Surgical or Rehabilitation Facility		Also see pages 38,112
Semi-Private Room, ICU, CCU and Ancillary Services	100% for the first 120 days in a calendar year, after the inpatient hospital quarterly copay and after the calendar year deductible  After 120th Day: 80% for the remainder of the calendar year	100% after the inpatient hospital quarterly copay and after the calendar year deductible
Medically Necessary Private Room	First 90 days in calendar year: 100% after the inpatient hospital quarterly copay and after the calendar year deductible Days 91 to 120: 100% at the semi-private level After 120th Day: 80% of the semi-private level	First 90 days in calendar year: 100% after the inpatient hospital quarterly copay and after the calendar year deductible  After 90th day: 100% at the semi-private level
Inpatient Diagnostic Laboratory and Radiology (including High-Tech Imaging)	100% after the calendar year deductible	100% after the calendar year deductible
Transplants		Also see pages 41, 121
Quality Centers and Designated Hospitals for Transplants (see page 41)	100% after the inpatient hospital quarterly copay and after the calendar year deductible 100% after the inpatient hospital quarterly copay and a calendar year deductible	
Other Hospitals	80% after the inpatient hospital quarterly copay and after the calendar year deductible	80% after the inpatient hospital quarterly copay and after the calendar year deductible

For deductible and copay amounts, see the charts in the "Understanding Costs" section. All services must be medically necessary and all charges are subject to the allowed amount.

To get the highest benefit, you must notify UniCare when you have these services. The "Managed Care Program" section explains this requirement and lists the services that you must notify UniCare about.

**Table 6. Summary of Covered Services** (continued)

	Without CIC	With CIC
<b>2</b> Other Inpatient Facilities		Also see pages 113, 139
<ul> <li>Sub-Acute Care         Hospitals/Facilities</li> <li>Transitional Care         Hospitals/Facilities</li> </ul>	80% after the calendar year deductible, up to a limit of 45 days per calendar year	80% after the calendar year deductible, up to a limit of 45 days per calendar year
<ul> <li>Long-Term Care Hospitals/Facilities</li> <li>Chronic Disease Hospitals/Facilities</li> <li>Skilled Nursing Facilities</li> </ul>		
<b>Emergency Room Treatment</b>		Also see pages 113, 135
Emergency Room	100% after the emergency room copay and after the calendar year deductible (copay waived if admitted)	100% after the emergency room copay and after the calendar year deductible (copay waived if admitted)
Radiology		
<ul> <li>For an emergency (accident or sudden serious illness) – includes high-tech imaging</li> </ul>	100% after the calendar year deductible	100% after the calendar year deductible
<ul> <li>Solution</li> <li>Non-emergency high-tech imaging (such as MRIs, CT scans and PET scans)</li> </ul>	80% after the copay per scan, and after the calendar year deductible (limit of one copay per day)	100% after the copay per scan, and after the calendar year deductible (limit of one copay per day)
<ul> <li>All other non-emergency radiology</li> </ul>	80% after the calendar year deductible	100% after the calendar year deductible
Diagnostic Laboratory Testing	100% after the calendar year deductible	100% after the calendar year deductible

For deductible and copay amounts, see the charts in the "Understanding Costs" section. All services must be medically necessary and all charges are subject to the allowed amount.

To get the highest benefit, you must notify UniCare when you have these services. The "Managed Care Program" section explains this requirement and lists the services that you must notify UniCare about.

**Table 6. Summary of Covered Services** (continued)

	Without CIC	With CIC
<b>Surgery</b>	•	Also see pages 114, 136, 143
Inpatient Surgery	80% after the calendar year deductible	100% after the calendar year deductible
Outpatient Surgery at a Hospital or Hospital-Owned Facility	80% after the outpatient surgery quarterly copay and after the calendar year deductible	100% after the outpatient surgery quarterly copay and after the calendar year deductible
Outpatient Surgery at a Non-Hospital-Owned Facility (such as a physician's office or ambulatory surgery center)	80% after the calendar year deductible	100% after the calendar year deductible
<b>Outpatient Medical Care</b>		Also see pages 39, 115-121
For Services at a Hospital (other than the services listed below)	100% after the calendar year deductible	100% after the calendar year deductible
Diagnostic Laboratory Testing	100% after the calendar year deductible	100% after the calendar year deductible
Radiology		
☐ High-Tech Imaging such as MRIs, CT scans and PET scans	80% after the copay per scan and after the calendar year deductible (limit of one copay per day)	100% after the copay per scan and after the calendar year deductible (limit of one copay per day)
All Other Radiology	80% after the calendar year deductible	100% after the calendar year deductible
Licensed Retail Medical Clinics at Retail Pharmacies	80% after the copay	100% after the copay
Physical Therapy and Cocupational Therapy	100% after the copay	100% after the copay
Speech Therapy	80%, up to a limit of 20 visits per calendar year	100%, up to a limit of 20 visits per calendar year
Chemotherapy	80% after the calendar year deductible	100% after the calendar year deductible
Radiation Therapy	80% after the calendar year deductible	100% after the calendar year deductible
Dialysis	100% after the calendar year deductible	100% after the calendar year deductible

For deductible and copay amounts, see the charts in the "Understanding Costs" section. All services must be medically necessary and all charges are subject to the allowed amount.

To get the highest benefit, you must notify UniCare when you have these services. The "Managed Care Program" section explains this requirement and lists the services that you must notify UniCare about.

**Table 6. Summary of Covered Services** (continued)

	Without CIC	With CIC
<b>Physician Services</b>		Also see pages 39, 119
Non-Emergency Treatment at Home, Office or Outpatient Hospital	80% after the applicable office visit copay	100% after the applicable office visit copay
Hospital Inpatient	80% after the calendar year deductible	100% after the calendar year deductible
Emergency Treatment	80% after the calendar year deductible	100% after the calendar year deductible
Chiropractic Care or Treatment	80% after the chiropractic visit copay; up to a limit of 20 visits per calendar year	80% after the chiropractic visit copay; up to a limit of 20 visits per calendar year
Preventive Care	-	Also see page 132 and Appendix G
	100%	100%
Private Duty Nursing		Also see page 119
Provided in a Home Setting Only	80% after the calendar year deductible for a registered nurse, up to a calendar year limit of \$4,000	80% after the calendar year deductible for a registered nurse, up to a calendar year limit of \$8,000  Up to \$4,000 (of the \$8,000 limit) may be for licensed practical nurse services if no registered nurse is available
<b>☎</b> Home Health Care	-	Also see pages 118, 136
Preferred Vendors <sup>1</sup>	100% after the calendar year deductible	100% after the calendar year deductible
Non-preferred Vendors	80% after the calendar year deductible	80% after the calendar year deductible

For deductible and copay amounts, see the charts in the "Understanding Costs" section. All services must be medically necessary and all charges are subject to the allowed amount.

To get the highest benefits, you must notify UniCare when you have these services. The "Managed Care Program" section explains this requirement and lists the services that you must notify UniCare about.

<sup>1</sup> For a list of preferred vendors, see Appendix H.

Table 6. Summary of Covered Services (continued)

	Without CIC	With CIC
<b>☎</b> Home Infusion Therapy	-	Also see page 136
Preferred Vendors <sup>1</sup>	100% after the calendar year deductible	100% after the calendar year deductible
Non-preferred Vendors	80% after the calendar year deductible	80% after the calendar year deductible
Hospice		Also see pages 122, 136
Medicare-Certified Hospice	100% after the calendar year deductible	100% after the calendar year deductible
Bereavement Counseling	80% after the calendar year deductible, up to a limit of \$1,500 per family	80% after the calendar year deductible up to a limit of \$1,500 per family
<b>Early Intervention Services fo</b>	Early Intervention Services for Children Also see pa	
Programs approved by the Department of Public Health	100%	100%
Ambulance		Also see pages 115, 130
	100% of the first \$25, then 80% after the calendar year deductible	100% after the calendar year deductible
<b>To Durable Medical Equipme</b>	nt (DME)	Also see pages 40, 123, 135
Preferred Vendors <sup>1,2,3</sup>	100% after the calendar year deductible	100% after the calendar year deductible
Non-preferred Vendors	80% after the calendar year deductible	80% after the calendar year deductible
Hospital-Based Personal Emergency Response Systems (PERS)		Also see page 123
Installation	80% after the calendar year deductible, up to a limit of \$50	80% after the calendar year deductible, up to a limit of \$50
Rental Fee	80% after the calendar year deductible, up to a limit of \$40 per month	80% after the calendar year deductible, up to a limit of \$40 per month

For deductible and copay amounts, see the charts in the "Understanding Costs" section. All services must be medically necessary and all charges are subject to the allowed amount.

To get the highest benefit, you must notify UniCare when you have these services. The "Managed Care Program" section explains this requirement and lists the services that you must notify UniCare about.

<sup>1</sup> For a list of preferred vendors, see Appendix H.

<sup>2</sup> If an item isn't available from a preferred vendor and you get it elsewhere, it will be covered at 80%.

<sup>3</sup> Breast pumps from preferred vendors aren't subject to the calendar year deductible.

**Table 6. Summary of Covered Services** (continued)

	Without CIC	With CIC
Prostheses <sup>1</sup>		Also see pages 120, 140
	80% after the calendar year deductible	80% after the calendar year deductible
Braces <sup>2</sup>		Also see page 115
	80% after the calendar year deductible	80% after the calendar year deductible
Hearing Aids		Also see page 117
Age 21 and under	100% up to a limit of \$2,000 for each impaired ear every 36 months	100% up to a limit of \$2,000 for each impaired ear every 36 months
Age 22 and over	100% of the first \$500; then 80% of the next \$1,500, up to a limit of \$1,700 every two years	100% of the first \$500; then 80% of the next \$1,500, up to a limit of \$1,700 every two years
Eyeglasses / Contact Lenses		Also see page 131
	80% after the calendar year deductible. Limited to the initial set within six months following cataract surgery	80% after the calendar year deductible. Limited to the initial set within six months following cataract surgery
Routine Eye Examinations (including refraction and glaucoma testing)		Also see page 120
	100% after the applicable copay. Covered once every 24 months	100% after the applicable copay. Covered once every 24 months
Family Planning and Hormone Replacement Services		Also see pages 117, 136
Office Visits	100%	100%
Procedures	100%	100%

For deductible and copay amounts, see the charts in the "Understanding Costs" section. All services must be medically necessary and all charges are subject to the allowed amount.

<sup>1</sup> Breast prostheses are covered at 100% after the calendar year deductible. Wigs are not subject to the calendar year deductible.

<sup>2</sup> Orthopedic shoe with attached brace is covered at 100% after the calendar year deductible.

**Table 6. Summary of Covered Services** (continued)

	Without CIC	With CIC	
<b>Tobacco Cessation Counseling</b>		Also see pages 120, 132, 143	
	100%, up to 300 minutes per calendar year	100%, up to 300 minutes per calendar year	
Fitness Club Reimbursement		Also see pages 117, 131, 136	
	\$100 per family per calendar year	\$100 per family calendar per year	
All Other Covered Medical Services		Also see pages 115-121	
	80% after the calendar year deductible	80% after the calendar year deductible	
<b>Prescription Drug Plan</b>	Prescription Drug Plan		
Benefits administered by CVS Caremark. For more information, call (877) 876-7214 (toll free).			
Mental Health, Substance Abuse and EAP Services			
Benefits administered by Beacon Health Strategies. For more information, call (855) 750-8980 (toll free).			

For deductible and copay amounts, see the charts in the "Understanding Costs" section. All services must be medically necessary and all charges are subject to the allowed amount.

# PART 2 PRESCRIPTION DRUG PLAN FOR NON-MEDICARE MEMBERS

**Description of Benefits** 

Administered by



### **Prescription Drug Plan**

#### Non-Medicare Members

CVS Caremark<sup>1</sup> is the pharmacy benefit manager for your prescription drug benefit plan. The CVS Caremark pharmacy network includes major chain pharmacies nationwide, many independent pharmacies, a mail service pharmacy and a specialty drug pharmacy.

If you have any questions about your prescription drug benefits, contact CVS Caremark Customer Care toll free at (877) 876-7214, TDD: (800) 238-0756.

#### **About Your Plan**

Prescription medications are covered by the plan only if they have been approved by the U.S. Food and Drug Administration (FDA). In addition, with the exception of the over-the-counter versions of omeprazole (omeprazole OTC), Prevacid (Prevacid OTC), Prilosec (Prilosec OTC), Zegerid (Zegerid OTC) and Preventive Drugs, medications are covered only if a prescription is required for their dispensing. Diabetic supplies and insulin are also covered by the plan.

The plan categorizes medications into seven major categories:

#### **Generic Drugs**

Generic versions of brand medications contain the same active ingredients as their brand counterparts, thus offering the same clinical value. The FDA requires generic drugs to be just as strong, pure and stable as brand-name drugs. They must also be of the same quality and manufactured to the same rigorous standards. These requirements help to assure that generic drugs are as safe and effective as brand-name drugs.

#### **Maintenance Drug**

A maintenance drug is a medication taken on a regular basis for chronic conditions such as asthma, diabetes, high blood pressure or high cholesterol.

#### Non-Preferred Brand-Name Drug

A non-preferred brand-name drug, or non-formulary drug, is a medication that usually has an alternative therapeutically equivalent drug available on the formulary.

#### Preferred Brand-Name Drug

A preferred brand-name drug, also known as a formulary drug, is a medication that has been reviewed and approved by a group of physicians and pharmacists, and has been selected by CVS Caremark for formulary inclusion based on its proven clinical and cost effectiveness.

#### **Preventive Drugs**

Preventive drugs consist primarily of drugs recommended for coverage by the U.S. Preventive Services Task Force, and as specified by the federal Patient Protection and Affordable Care Act.

#### **Specialty Drugs**

Specialty drugs are usually injectable and non-injectable biotech or biological drugs with one or more of several key characteristics, including:

- Potential for frequent dosing adjustments and intensive clinical monitoring
- Need for intensive patient training and compliance for effective treatment

<sup>1</sup> CVS Caremark provides services through its operating company Caremark PhC, L.L.C. and affiliates.

- Limited or exclusive product distribution
- Specialized product handling and/or administration requirements

#### **Over-the-Counter (OTC) Drugs**

Over-the-counter drugs are medications that do not require a prescription. Your plan does not provide benefits for OTC drugs, with the exception of omeprazole OTC, Prevacid OTC, Prilosec OTC, Zegerid OTC and Preventive Drugs (all of which are covered only if dispensed with a written prescription).

#### **Copayments**

One of the ways your plan maintains coverage of quality, cost-effective medications is a multi-tier copayment pharmacy benefit: Tier 1 (most generic drugs), Tier 2 (mostly preferred brand-name drugs), Tier 3 (non-preferred brand-name drugs), or drugs which require no copayments. The following chart shows your copayment based on the type of prescription you fill and where you get it filled.

**Table 7. Copayments for Prescription Drugs** 

Copayment for	Participating Retail Pharmacy up to 30-day supply	Mail Service or CVS/pharmacy up to 90-day supply
Tier 1 Generic Drugs and Omeprazole OTC, Prevacid OTC, Prilosec OTC and Zegerid OTC (28-day supply – retail; 84-day supply – mail) <sup>1</sup>	\$10	\$20
<ul> <li>Tier 2</li> <li>Preferred Brand-Name Drugs and</li> <li>Generic versions of Aciphex (rabeprazole), Prevacid (lansoprazole) and Zegerid (omeprazole/sodium bicarbonate)</li> </ul>	\$25	\$50
Tier 3 Non-Preferred Brand-Name Drugs	\$50	\$110
Other Orally-administered anti-cancer drugs Preventive Drugs: Refer to the "Preventive Drugs" section below for detailed information	\$0	\$0
Copayment for	Specialty Drugs – Two allowed at any participa thereafter must be filled CVS Caremark Specialt	ating pharmacy; d only through
Specialty Drugs: Tier 1	\$10 up to a 30-day supply	
Specialty Drugs: Tier 2	\$25 up to a 30-day supply	
Specialty Drugs: Tier 3	\$50 up to a 30-day supply	
Orally-administered anti-cancer specialty drugs	\$0 up to a 3	0-day supply

<sup>1</sup> Due to manufacturer packaging

#### How to Use the Plan

After you first enroll in the plan, CVS Caremark will send you a benefit booklet and CVS Caremark Prescription Card(s) for you and your dependents. Your Prescription Card(s) will be mailed to you and your dependents (if any) in separate mailings from the benefit booklet. (Please note: You may receive Prescription Cards *before* you receive the benefit booklet.)

Show your new Prescription Card to your pharmacy so they can correctly process your prescription drug benefits.

Register on www.caremark.com. As a registered user, you can check drug costs, order mail service refills, and review your prescription drug history. You can access this site 24 hours a day.

#### Filling Your Prescriptions

You may fill your prescriptions for non-specialty drugs at any participating retail pharmacy, or through the CVS Mail Service Pharmacy. Prescriptions for specialty drugs must be filled as described in the "CVS Caremark Specialty Pharmacy" subsection.

To obtain benefits at a retail pharmacy, you must fill your prescription at a participating pharmacy using your CVS Caremark Prescription Card, with the exception of the limited circumstances detailed in the "Claim Forms" subsection.

#### **Short-Term Medications – Up to 30 Days**

#### Filling Your Prescriptions at a Participating Retail Pharmacy

The retail pharmacy is your most convenient option when you are filling a prescription for a short-term prescription that you need immediately (example: antibiotics for strep throat or painkillers for an injury). Simply present your CVS Caremark Prescription Card to your pharmacist, along with your written prescription, and pay the required copayment. Prescriptions filled at a non-participating retail pharmacy are not covered.

You can locate the nearest participating retail pharmacy anytime online after registering at www.caremark.com or by calling toll free at (877) 876-7214.

If you do not have your Prescription Card, you can provide your pharmacist with the cardholder's Social Security or GIC ID number, Bin number (610029), group code (GICRX) and the RxPCN code (CRK). The pharmacist can also verify eligibility by contacting the CVS Caremark Pharmacy Help Desk toll free at (800) 421-2342, TDD: (800) 238-0756.

#### Maintenance Medications – Up to 30 Days

After you fill two 30-day supplies of a maintenance medication at a retail pharmacy, you will be contacted by CVS Caremark to explain how you may convert your prescription to a 90-day supply to be filled either through mail service or at a CVS/pharmacy. You will receive coverage for additional fills of that medication only if you convert your prescription to a 90-day supply to be filled either through mail service or at a CVS/pharmacy, or if you inform CVS Caremark that you instead prefer to continue to receive 30-day supplies at a participating retail pharmacy.

CVS Caremark will assist you in transitioning your maintenance prescription to either mail service or a CVS/pharmacy location.

#### Maintenance Medications – Up to 90 Days

## Filling 90-day Prescriptions through CVS Caremark Mail Service Pharmacy or CVS/pharmacy

You have the choice and convenience of filling maintenance prescriptions for up to a 90-day supply at the mail service copayment, either through the CVS Caremark Mail Service Pharmacy or at a CVS/pharmacy.

**Mail service** is a convenient option for prescription drugs that you take on a regular basis for conditions such as asthma, diabetes, high blood pressure and high cholesterol. Your prescriptions are filled and conveniently sent to you in a plain, weather-resistant pouch for privacy and protection. They are delivered directly to your home or to another location that you prefer.

**CVS/pharmacy** is another option for getting your 90-day maintenance medications for the same copayment amount as mail service. Prescriptions can be filled at one of over 7,000 CVS/pharmacy locations across the country.

#### **Convenient for You**

You get up to a 90-day supply of your maintenance medications – which means fewer refills and fewer visits to your pharmacy, as well as lower copayments. Once you begin using mail service, or the option of your local CVS/pharmacy, you can order refills online or by phone.

#### **Using Mail Service**

To begin using mail service for your prescriptions, just follow these three simple steps:

- 1. Ask your physician to write a prescription for up to a 90-day supply of your maintenance medication plus refills for up to one year, if appropriate. (Remember also to ask for a second prescription for an initial 30-day supply and take it to your local participating retail pharmacy.)
- 2. Complete a mail order form (contained in your Welcome Kit or found online after registering at www.caremark.com). Or call CVS Customer Care toll free at (877) 876-7214 to request the form.
- 3. Put your prescription, payment and completed order form into the return envelope (provided with the order form) and mail it to CVS Caremark.

Please allow 7-10 business days for delivery from the time your order is mailed. A pharmacist is available 24 hours a day to answer your questions about your medication.

If the CVS Caremark Mail Service Pharmacy is unable to fill a prescription because of a shortage of the medication, CVS Caremark will notify you of the delay in filling the prescription. You may then fill the prescription at a retail pharmacy, but the retail pharmacy copayment will apply.

#### **CVS Caremark Specialty Pharmacy**

CVS Caremark Specialty Pharmacy is a full-service specialty pharmacy that provides personalized care to each patient. You are allowed two fills of a specialty drug at any participating retail pharmacy. After these two fills, a specialty drug must be filled only at the CVS Caremark Specialty Pharmacy.

Specialty medications may be filled only at a maximum of a 30-day supply. They are subject to a clinical review by CVS Caremark's Specialty Guideline Management program to ensure the medications are being prescribed appropriately.

CVS Caremark Specialty Pharmacy offers a complete range of services and specialty drugs. Your specialty drugs are quickly delivered to any approved location, at no additional charge. You have toll-free access to expert clinical staff who are available to answer all of your specialty drug questions. CVS Caremark Specialty Pharmacy will provide you with ongoing refill reminders before you run out of your medications.

To begin receiving your specialty drugs through CVS Caremark Specialty Pharmacy, call Caremark Connect toll free at (800) 237-2767.

#### **CVS Caremark Specialty Pharmacy Services**

- **Patient Counseling** Convenient access to pharmacists and nurses who are specialty medication experts
- **Patient Education** Educational materials
- Convenient Delivery Coordinated delivery to your home, your doctor's office, a CVS/pharmacy or other approved location
- **Refill Reminders** Ongoing refill reminders from CVS Caremark Specialty Pharmacy
- Language Assistance Language interpreting services are provided for non-English speaking patients

CVS Caremark Specialty Pharmacy serves a wide range of patient populations, including those with hemophilia, hepatitis, cancer, multiple sclerosis and rheumatoid arthritis.

#### Claim Forms

Retail purchases out of the country, or purchases at a participating retail pharmacy without the use of your CVS Caremark Prescription Card, are covered as follows:

Table 8. Claims Reimbursement

Type of Claim	Reimbursement	
Claims for prescriptions for plan members who reside in a nursing home or live or travel outside the U.S. or Puerto Rico. <sup>1</sup>	Claims will be reimbursed at the full cost submitted, less the applicable copayment.	
Claims for purchases at a participating (in-network) pharmacy without a CVS Caremark Prescription Card.	Claims incurred within 30 days of the member's eligibility effective date will be covered at full cost, less the applicable copayment.	
	-or-	
	Claims incurred more than 30 days after the member's eligibility effective date will be reimbursed at a discounted cost, less the applicable copayment.	
Claim forms are available to registered users on www.caremark.com or by calling (877) 876-7214.		

<sup>1</sup> Claims for medications filled outside the United States and Puerto Rico are covered only if the medications have U.S. equivalents.

#### Other Plan Provisions

#### **Preventive Drugs**

Coverage will be provided for the following drugs:<sup>1</sup>

**Aspirin:** Generic OTC versions when prescribed for adults age 45 or older for

the prevention of heart attack or stroke

**Bowel preparation** 

**medications:** Generic and brand prescription products for adults ages 50 to 75 years

**Contraceptives:** Generic and brand versions of contraceptive drugs and devices, and

OTC contraceptive products, when prescribed for women

**Folic acid supplements:** Generic OTC versions when prescribed for women under the age of

56 planning or capable of pregnancy

**Immunization vaccines:** Generic or brand versions prescribed for children or adults. (Coverage

for prescription drug vaccines only. No coverage of charges by

pharmacies for the administration of vaccines.)

**Iron supplements:** Generic, brand and OTC supplements when prescribed for children

one year of age or under who are at increased risk for iron deficiency

anemia

**Oral fluoride supplements:** Generic and brand supplements prescribed for children six years of age

or under for the prevention of dental caries

**Tobacco cessation**: Generic, brand and OTC products prescribed for adults for the purpose

of smoking cessation

**Vitamin D supplements:** Single ingredient OTC products prescribed for adults age 65 years and

older

Call CVS Caremark Customer Care at (877) 876-7214 for additional coverage information on specific Preventive Drugs.

#### **Brand-Name Drugs with Exact Generic Equivalents**

The plan encourages the use of generic drugs. There are many brand-name drugs, such as Lipitor, Ambien and Fosamax, for which exact generic equivalents are available. If you fill a prescription for a brand-name medication for which there is an exact generic equivalent, the standard brand copayment will not apply. Instead, you will be responsible for the full difference in price between the brand-name drug and the generic drug, plus the generic copayment. Exceptions to this provision may apply to certain brand-name Preventive Drugs; contact CVS Caremark for additional information.

#### **Prescription Drugs with OTC Equivalents or Alternatives**

Some prescription drugs have OTC equivalent products available. These OTC products have strengths, active chemical ingredients, routes of administration and dosage forms identical to the prescription drug products. Your plan does not provide benefits for prescription drugs with OTC equivalents. This provision is not applicable to Preventive Drugs.

<sup>1</sup> This list is subject to change during the year. Call CVS Caremark toll free at (877) 876-7214 to check if your drugs are included in the program.

Some prescription drugs also have OTC product alternatives available. These OTC products, though not identical, are very similar to the prescription drugs. For example, OTC alternatives to Clarinex, a prescription drug, are the OTC products Allegra, Claritin and Zyrtec. Your plan does not provide benefits for prescription drugs when OTC alternatives are available. This provision is not applicable to Preventive Drugs.

#### **Prior Authorization**

Some drugs in your plan require prior authorization. If a drug that you take requires prior authorization, your physician will need to contact CVS Caremark to see if the prescription meets the plan's conditions for coverage. If you are prescribed a drug that requires prior authorization, your physician should call CVS Caremark Prior Authorization at (800) 626-3046.

Table 9. Current examples of drugs requiring Prior Authorization<sup>1</sup>

	T		
Abstral	Fabrazyme	Nuvigil	Somavert
Actemra	Fentora	Olysio	Sovaldi
Acthar HP	Forteo	Omontys	Sporanox
Actimmune	Gel-One	Onglyza	Stelara
Actiq	Gilenya	Onmel	Subsys
Adagen	Granix	Onsolis	Supartz
Adcirca	Growth Hormone	Opsumit	Synagis
Adempas	Agents	Orencia	Synvisc
Amevive	Hemophilia Agents	Orthovisc	Tazorac
Ampyra	Hizentra	Oseni	Tecfidera
Anabolic Steroids	Humira	Otrexup	Testosterone Products
such as Anadrol	Hyalgan	Pegasys	such as Androderm,
and Oxandrin	Immune Globulin	Peg-Intron	Androgel and Testim
Aralast	Products	Penlac	Thyrogen
Aranesp	Incivek	Pradaxa	Tobi
Aubagio	Kalydeco	Privigen	Tracleer
Avonex	Kazano	Procrit	Tysabri
Benlysta	Kineret	Prolastin-C	Tyvaso
Betaseron	Kombiglyze XR	Prolia	Ventavis
Bethkis	Kynamro	Promacta	Victrelis
Botox	Lamisil	Provigil	Vivitrol
Cayston	Lazanda	Pulmozyme	Weight Loss Drugs
Cerezyme	Letairis	Rebif	Xeljanz
Cimzia	Lucentis	Reclast	Xenazine
Copaxone	Lupron Depot	Regranex	Xeomin
Dysport	Makena	Remicade	Xiaflex
Enbrel	Myobloc	Revatio	Xolair
Epogen	Nesina	Ribavirin	Xyrem
Euflexxa	Neulasta	Sandostatin	Zemaira
Exjade	Neupogen	Sensipar	
Extavia	Nplate	Simponi	
Fabior	Nutritional Supplements	Somatuline	
	<u> </u>	<u> </u>	

For members over the age of 35: Retin-A, Retin-A Micro, Avita, Tretin-X, Atralin gel, topical tretinoin, Veltin, Ziana

<sup>1</sup> This list is subject to change during the year. Call CVS Caremark toll free at (877) 876-7214 to check if your drugs are included in the program.

#### **Quantity Dispensing Limits**

To promote member safety and appropriate and cost-effective use of medications, your prescription plan includes a drug quantity management program. This means that for certain prescription drugs, there are limits on the quantity of the drug that you may receive at one time.

Quantity per dispensing limits are based on the following:

- FDA-approved product labeling
- Common usage for episodic or intermittent treatment
- Nationally accepted clinical practice guidelines
- Peer-reviewed medical literature
- As otherwise determined by the plan

Examples of drugs with quantity limits currently include Flonase, Imitrex, Levitra, and Viagra.<sup>1</sup>

#### **Step Therapy**

In some cases, your plan requires the use of less expensive first-line prescription drugs before the plan will pay for more expensive second-line prescription drugs. First-line prescription drugs are safe and effective medications used for the treatment of medical conditions or diseases. Your prior claims history, if you are a continuing member of the plan, will show whether first-line prescription drugs have been purchased within a specified time frame (in most cases, within the previous 180 days), allowing the second-line medication to be approved without delay.

If you have not had a medication filled within the specified time frame while a member of this plan, a first-line prescription drug must be used and the Step Therapy requirements will apply to your prescription.

In certain situations, a member may be granted an authorization for a second-line prescription drug without the prior use of a first-line prescription drug if specific medical criteria have been met.

Unless you meet certain medical criteria or have a prior history of use of the first-line prescription drug, your pharmacist will receive a message that the prescription will not be covered. The message will list alternative, first-line drugs that could be used. You or your pharmacist will then need to contact your physician to have your prescription changed, or you will have to pay the full cost of the prescription. If you are using mail service, CVS Caremark will notify you of a delay in filling your prescription and will contact your physician about switching to a first-line prescription drug. If your physician does not respond within two business days, CVS Caremark will not fill your prescription and will return it to you.

The chart on page 60 shows current examples of prescription drugs that require Step Therapy.

<sup>1</sup> This list is subject to change during the year. Call CVS Caremark toll free at (877) 876-7214 to check if your drugs are included in the program.

Table 10. Current examples of prescription drugs requiring Step Therapy<sup>1</sup>

Condition	Drug
Allergies & Asthma	Beconase AQ, Dymista, Nasonex, Omnaris, Qnasl, Rhinocort Aqua, Veramyst, Zetonna
Antidepressants	Brintellix, Fetzima, Khedezla, Pexeva, Pristiq, Viibryd
Anti-infectives	Solodyn
Autoimmune (inflammatory bowel disease, psoriasis, rheumatoid arthritis)	Actemra, Cimzia, Kineret, Orencia/SQ, Remicade, Simponi, Simponi Aria, Stelara, Xeljanz
Benign Prostatic Hypertrophy (BPH)	Avodart, Jalyn
Gout	Uloric
Growth Hormones	Genotropin, Nutropin, Omnitrope, Saizen, Tev-Tropin
High Blood Pressure	Amturnide, Diovan, Edarbi, Edarbyclor, Exforge/HCT, Tekalmo, Tekturna/HCT, Tribenzor
High Cholesterol	Advicor, Altoprev, LescolXL, Liptruzet, Livalo, Simcor, Vytorin, Zetia
Incontinence	Enablex, Gelnique, Myrbetriq, Oxytrol, Toviaz, VESIcare
Insomnia	Edluar, Intermezzo, Lunesta, Rozerem, Silenor, Zolpimist
Multiple Sclerosis	Aubagio, Betaseron, Rebif, Tysabri
Neuropathy	Lyrica
Osteoporosis	Actonel, Actonel Plus Calcium, Atelvia, Binosto, Fosamax Plus D, Fosamax Solution, Skelid
Pain/Arthritis	Cambia, Celebrex, Duexis, Flector, Nalfon, Naprelan CR, Pennsaid, Vimovo, Voltaren gel, Zipsor, Zorvolex
Topical Dermatitis	Elidel, Protopic
Topical Steroids	Brand topical steroid products such as Apexicon-E, Clobex, Locoid, Vanos

#### **Drug Utilization Review Program**

Each prescription drug purchased through this plan is subject to utilization review. This process evaluates the prescribed drug to determine if any of the following conditions exist:

- Adverse drug-to-drug interaction with another drug purchased through the plan;
- Duplicate prescriptions;
- Inappropriate dosage and quantity; or
- Too early refill of a prescription.

If any of the above conditions exist, medical necessity must be determined before the prescription drug can be filled.

<sup>1</sup> This list is subject to change during the year. Call CVS Caremark toll free at (877) 876-7214 to check if your drugs are included in the program.

#### **Exclusions**

Benefits exclude:1

- Nexium and Aciphex
- Dental preparations, with the exception of oral fluoride Preventive Drugs for children six years of age or under
- Over-the-counter drugs, vitamins or minerals (with the exception of diabetic supplies, or OTC versions of omeprazole, Prevacid, Prilosec, Zegerid and Preventive Drugs)
- Non-sedating antihistamines
- Homeopathic drugs
- Prescription products for cosmetic purposes such as photo-aged skin products and skin depigmentation products
- Medications in unit dose packaging
- Impotence medications for members under the age of 18
- Allergens
- Hair growth agents
- Special medical formulas or food products, except as required by state law

#### **Definitions**

**Brand-Name Drug** – The brand name is the trade name under which the product is advertised and sold, and during a period of patent protection it can only be produced by one manufacturer. Once a patent expires, other companies may manufacture a generic equivalent, providing they follow stringent FDA regulations for safety.

**Copayment** – A copayment is the amount that members pay for covered prescriptions. If the plan's contracted cost for a medication is less than the applicable copayment, the member pays only the lesser amount.

**Diabetic Supplies** – Diabetic supplies include needles, syringes, test strips, lancets and blood glucose monitors.

**FDA** – The U.S. Food and Drug Administration.

Formulary – A formulary is a list of recommended prescription medications that is created, reviewed and continually updated by a team of physicians and pharmacists. The CVS Caremark formulary contains a wide range of generic and preferred brand-name products that have been approved by the FDA. The formulary applies to medications that are dispensed in either the retail pharmacy or mail service settings. The formulary is developed and maintained by CVS Caremark. Formulary designations may change as new clinical information becomes available.

Generic Drugs – Generic versions of brand medications contain the same active ingredients as their brand counterparts, thus offering the same clinical value. The FDA requires generic drugs to be just as strong, pure and stable as brand-name drugs. They must also be of the same quality and manufactured to the same rigorous standards. These requirements assure that generic drugs are as safe and effective as brand-name drugs.

<sup>1</sup> This list is subject to change during the year.

**Maintenance Drug** – A maintenance drug is a medication taken on a regular basis for conditions such as asthma, diabetes, high blood pressure or high cholesterol.

**Non-Preferred Brand-Name Drug** – A non-preferred brand-name drug, or non-formulary drug, is a medication that has been reviewed by CVS Caremark, which determined that an alternative drug that is clinically equivalent and more cost effective may be available.

Over-the-Counter (OTC) Drugs – Over-the-counter drugs are medications that do not require a prescription. Your plan does not provide benefits for OTC drugs, with the exception of omeprazole OTC, Prevacid OTC, Prilosec OTC, Zegerid OTC and OTC versions of Preventive Drugs (all of which are covered only if dispensed with a written prescription).

**Participating Pharmacy** – A participating pharmacy is a pharmacy in the CVS Caremark nationwide network. All major pharmacy chains and most independently-owned pharmacies participate.

**Preferred Brand-Name Drug** – A preferred brand-name drug, also known as a formulary drug, is a medication that has been reviewed and approved by a group of physicians and pharmacists, and has been selected by CVS Caremark for formulary inclusion based on its proven clinical and cost effectiveness

**Prescription Drug** – A prescription drug means any and all drugs which, under federal law, are required, prior to being dispensed or delivered, to be labeled with the statement "Caution: Federal Law prohibits dispensing without prescription" or a drug which is required by any applicable federal or state law or regulation to be dispensed pursuant only to a prescription drug order.

**Preventive Drugs** – Preventive drugs consist primarily of drugs recommended for coverage by the U.S. Preventive Services Task Force, and as specified by the federal Patient Protection and Affordable Care Act

**Prior Authorization** – Prior authorization means determination of medical necessity. It is required before prescriptions for certain drugs will be paid for by the plan.

**Special Medical Formulas or Food Products** – Special medical formulas or food products means non-prescription enteral formulas for home use for which a physician has issued a written order and which are medically necessary for the treatment of malabsorption caused by Crohn's disease, ulcerative colitis, gastroesophageal reflux, gastrointestinal motility, chronic intestinal pseudo-obstruction, and inherited diseases of amino acids and organic acids. These products may require prior authorization to determine medical necessity.

To access the benefit for special medical formulas or food products, call the Group Insurance Commission at (617) 727-2310, extension 1.

**Specialty Drugs** – Specialty drugs are usually injectable and non-injectable biotech or biological drugs with one or more of several key characteristics, including:

- Requirement for frequent dosing adjustments and intensive clinical monitoring
- Need for intensive patient training and compliance for effective treatment
- Limited or exclusive product distribution
- Specialized product handling and/or administration requirements

**Step Therapy** – Step Therapy is a program which requires the use of less expensive first-line prescription drugs before the plan will pay for more expensive second-line prescription drugs.

#### **Member Appeals**

CVS Caremark has processes to address:

- Inquiries concerning your drug coverage
- Appeals:
  - Internal Member Appeals
  - Expedited Appeals
  - External Review Appeals

All appeals should be sent to CVS Caremark at the following address:

CVS Caremark
Appeals Department
MC109
P.O. Box 52084
Phoenix, AZ 85072-2084
Fax Number: (866) 689-3092

All calls should be directed to Customer Care at (877) 876-7214.

#### **Internal Inquiry**

Call Customer Care to discuss concerns you may have regarding your prescription drug coverage. Every effort will be made to resolve your concerns. If your concerns cannot be resolved or if you tell a Customer Care representative you are not satisfied with the response you have received, Customer Care will notify you of any options you may have, including the right to have your inquiry processed as an appeal. Customer Care will also provide you with the steps you and your doctor must follow to submit an appeal.

#### **Internal Member Appeals**

Requests for coverage that were denied as specifically excluded in this handbook or for coverage that was denied based on medical necessity determinations are reviewed as appeals through CVS Caremark's Internal Appeals Process. You may file an appeal request yourself or you may designate someone to act on your behalf in writing. You have 180 days from the date you were notified of the denial of benefit coverage or prescription drug claim payment to file your appeal.

- 1. You must submit a written appeal to the address listed above. Your letter should include:
  - Your complete name and address;
  - Your CVS Caremark ID number;
  - Your Date of Birth;
  - A detailed description of your concern, including the drug name(s) being requested; and
  - Copies of any supporting documentation, records or other information relating to the request for appeal
- 2. The CVS Caremark Appeals Department will review appeals concerning specific prescription drug benefit provisions, plan rules, and exclusions and make determinations. If you are not satisfied with an Appeals Department denial related to a plan rule or exclusion (i.e., non-medical necessity appeal), you may have the right to request an independent External Review of the decision (refer to the "External Review Appeals" section for details on this process).

For denials related to a medical necessity determination, you have the right to an additional review by CVS Caremark. CVS Caremark will request this review from an independent practitioner in the same or in a similar specialty that typically manages the medical condition for which the prescription drug has been prescribed. If the second review is an adverse determination, you have the right to request an External Review of this decision (refer to the "External Review Appeals" section for details on this process).

3. For an appeal on a prescription drug that has not been dispensed, an Appeals Analyst will notify you in writing of the decision within no more than fifteen calendar days of the receipt of an appeal. For an appeal on a prescription drug already dispensed, an Appeals Analyst will notify you in writing of the decision within no more than thirty calendar days of the receipt of an appeal.

A copy of the decision letter will be sent to you and your physician. A determination of denial will set forth:

- CVS Caremark's understanding of the request;
- The reason(s) for the denial;
- Reference to the contract provisions on which the denial is based; and
- A clinical rationale for the denial, if the appeal involves a medical necessity determination.

CVS Caremark maintains records of each inquiry made by a member or by that member's designated representative.

#### **Expedited Appeals**

CVS Caremark recognizes that there are circumstances that require a quicker turnaround than allotted for the standard Appeals Process. CVS Caremark will expedite an appeal when a delay in treatment would seriously jeopardize your life and health or jeopardize your ability to regain maximum function. If your request does not meet the guidelines for an expedited appeal, CVS Caremark will explain your right to use the standard appeals process.

If your request meets the guidelines for an expedited appeal, it will be reviewed by a practitioner in the same or in a similar specialty that typically manages the medical condition for which the prescription drug has been prescribed. CVS Caremark will notify you of its decision by telephone no later than 72 hours after CVS Caremark's receipt of the request.

#### **External Review Appeals**

In most cases, if you do not agree with the Appeals decision, you or your authorized representative have the right to request an independent, external review of the decision. Should you choose to do so, send your request within four months of your receipt of the written notice of the denial of your appeal to:

CVS Caremark
External Review Appeals Department
MC109
P.O. Box 52084
Phoenix, AZ 85072-2084
Fax Number: (866) 689-3092

In some cases, members may have the right to an expedited external review. An expedited external review may be appropriate in urgent situations. Generally, an urgent situation is one in which your health may be in serious jeopardy, or, in the opinion of your physician, you may experience pain that cannot be adequately controlled while you wait for a decision on your appeal.

If you request an external review, an independent organization will review the decision and provide you with a written determination. If this organization decides to overturn the Appeals decision, the service or supply will be covered under the plan.

#### If You Have Questions

If you have questions or need help submitting an appeal, please call Customer Care for assistance at (877) 876-7214.

#### **Health and Prescription Information**

Health and prescription information about members is used by CVS Caremark to administer benefits. As part of the administration, CVS Caremark may report health and prescription information to the administrator or sponsor of the benefit plan. CVS Caremark also uses that information and prescription data gathered from claims nationwide for reporting and analysis without identifying individual members.

# MEDICAL PLAN FOR MEDICARE MEMBERS

**Description of Benefits** 

This is the Certificate of Insurance for Elderly Governmental Retirees and Retired Municipal Teachers who **are** eligible for Medicare. Coverage is provided under Group Policy Number GI 131192, under which UniCare Life & Health Insurance Company is the insurer and the Group Insurance Commission of the Commonwealth of Massachusetts is the plan sponsor.

# Welcome to UniCare State Indemnity Plan/Medicare Extension

#### **Medicare Members**

This handbook is a guide to benefits for you and your covered dependents under the UniCare State Indemnity Plan/Medicare Extension. These benefits are provided under Group Insurance Policy GI 131192, insured by UniCare Life and Health Insurance Company. The Group Insurance Commission (GIC) of the Commonwealth of Massachusetts is the plan sponsor.

This handbook is not a description of your Medicare benefits. For more information about Medicare, read the "Medicare & You" handbook, produced by Medicare and available from your local Social Security office.

Throughout this handbook, the UniCare State Indemnity Plan/Medicare Extension is referred to either by its full name, as the "UniCare State Indemnity Plan," as the "Medicare Extension Plan" or as the "Plan." The Group Insurance Commission is referred to either by its full name or as the "GIC." In addition, the term "you" used in this handbook also includes your covered dependents.

Important: This handbook covers both non-Medicare and Medicare members. To fully understand your benefits, please be sure to carefully read the sections that apply to you.

#### **How This Handbook Is Organized**

This handbook is divided into the following sections:

- Part 1: Medical Plan for Non-Medicare Members
- Part 2: Prescription Drug Plan for Non-Medicare Members
- Part 3: Medical Plan for Medicare Members
- Part 4: Prescription Drug Plan for Medicare Members
- Part 5: For All Plan Members
- Part 6: Mental Health, Substance Abuse and Enrollee Assistance Programs

#### For Non-Medicare Members Only

Parts 1 and 2 of this handbook describe Plan benefits that apply to non-Medicare members only. These sections say "Non-Medicare Members" at the top of each page.

- Part 1: Medical Plan Describes the medical benefits and Plan requirements for non-Medicare members. These benefits are insured by UniCare. See pages 11-49.
- Part 2: Prescription Drug Plan Describes the prescription drug benefits for non-Medicare members. Prescription drug benefits are administered by CVS Caremark. See pages 51-65.

#### For Medicare Members Only

Parts 3 and 4 of this handbook describe Plan benefits that apply to Medicare members only. These sections say "Medicare Members" at the top of each page.

- Part 3: Medical Plan Describes the medical benefits and Plan requirements for Medicare members. These benefits are insured by UniCare. See pages 67-96.
- Part 4: Prescription Drug Plan Describes the prescription drug benefits for Medicare members. Prescription drug benefits are administered by CVS Caremark. See pages 97-109.

#### **Part 5: For All Plan Members**

This section, on pages 111-157, describes benefits and Plan requirements that apply to all Plan members, both Medicare and non-Medicare. This section says "All Plan Members" at the top of each page.

**Important:** See the Table of Contents to find out what information is contained in each of the sections described above. Be sure to refer to the appropriate section depending on whether you are a Medicare or non-Medicare member.

#### Part 6: Mental Health, Substance Abuse and EAP Benefits (All Plan Members)

This section describes the mental health, substance abuse and Enrollee Assistance Program (EAP) benefits for the Plan, which are administered by **Beacon Health Strategies**. See pages 159-188.

If you have questions about any of your benefits, please see the contact information on page 10.

#### **About Your Medical Plan**

The UniCare State Indemnity Plan/Medicare Extension supplements your Medicare coverage, thus providing you with comprehensive insurance coverage throughout the world for many health services including hospital stays, surgery, emergency care, preventive care, outpatient services and other medically necessary treatment. You can get services from any provider – anywhere in the world. However, keep in mind that benefits differ depending on the service and the provider, and that not all services are covered by the Medicare Extension Plan.

The Plan provides all health care services and benefits you are entitled to on a nondiscriminatory basis, including benefits mandated by state or federal law.

The UniCare State Indemnity Plan/Medicare Extension does not exclude pre-existing conditions.

The Plan provides you with freedom of choice in selecting your physicians, including coverage for pediatric medical specialty. The Plan will provide coverage for pediatric specialty care, including mental health care, to individuals requiring such services.

The mental health and substance abuse benefits are insured by Beacon Health Strategies. See the "Mental Health, Substance Abuse and Enrollee Assistance Programs" section, or call Beacon toll free at (855) 750-8980 for details about your coverage. For additional information about practicing physicians in Massachusetts, contact the Massachusetts Board of Registration in Medicine at (800) 377-0550 or via their website at www.massmedboard.org.

This handbook provides information on two different plan designs:

- 1. The Medicare Extension Plan with CIC (comprehensive insurance coverage) is a comprehensive plan that provides benefits for most services at 100% coverage after the applicable copay and/or deductible are paid.
- **2. The Medicare Extension Plan** *without* **CIC** is a less comprehensive plan that provides benefits for many services at 80% coverage after the applicable copay and/or deductible are paid.

# How Medicare and the UniCare State Indemnity Plan/Medicare Extension Work Together

Medicare Part A provides benefits for hospital services; Medicare Part B provides benefits for physician and other health care provider services. The benefits provided by Medicare are based on established allowed charges for covered services. The UniCare State Indemnity Plan/Medicare Extension will consider charges for payment that are covered but not paid by Medicare, including the Part A inpatient hospital deductible and coinsurance and Part B deductible and coinsurance.

The Medicare Extension plan provides coverage for some services that are not covered by Medicare, such as immunizations and hearing aids. There are also some services that Medicare covers but Medicare Extension does not. See the "Excluded Services" and "Limited Services" sections to find out which services have limited or no coverage.

The benefits for an enrollee or his/her dependents covered under the Medicare Extension Plan and enrolled in Medicare are determined as follows:

- 1. Expenses payable under the Medicare Extension Plan are considered for payment only to the extent that they are covered under the Medicare Extension Plan and/or Medicare.
- 2. In calculating benefits for expenses incurred, the total amount of those expenses is first reduced by the amount of the actual Medicare benefits paid for those expenses, if any.
- 3. Medicare Extension Plan benefits are then applied to any remaining balance of those expenses.

#### **Types of Medical Providers**

This handbook talks about many different providers of medical care and services. Here's a brief look at what to know about the different kinds of providers.

#### **Primary Care Providers (PCPs)**

We strongly encourage all UniCare members to choose a **primary care provider**, or **PCP**. Having a PCP means working with a provider who is familiar with you and your health care needs. Your PCP can help you understand and coordinate care you get from other providers, such as specialists, who may not know you as well.

A PCP can be a nurse practitioner, physician assistant or physician whose specialty is family medicine, general medicine, pediatrics, geriatrics or internal medicine.

#### **Specialists (Specialty Care Physicians)**

As a UniCare member, you don't need a referral to see a specialist.

#### **Hospitals**

As a UniCare member, you can use any hospital at the same level of coverage. If you get care outside of Massachusetts, be sure to use hospitals that accept Medicare payment so you don't get billed for charges above the Plan's allowed amount.

#### **Preferred Vendors**

Preferred vendors are providers who have contracted with Medicare or UniCare for certain services. When you get these services from a preferred vendor, they are covered at 100%. If you use non-preferred vendors, you'll owe 20% coinsurance and, outside of Massachusetts, you may be billed for charges above the Plan's allowed amount.

- Durable medical equipment (DME)
- Home health care
- Home infusion therapy
- Medical/diabetic supplies

#### How to Find the Providers You're Looking For

- Go to www.unicarestateplan.com > Find a Doctor to find the different providers described above, including:
  - Providers in Massachusetts
  - Preferred vendors
  - Providers in the UniCare network

You can also call UniCare Customer Service at (800) 442-9300 for assistance.

#### **How to Use Your Plan Wisely**

Be sure to look over this section to learn what you can do to get the highest level of benefits for your medical care.

#### When to Notify UniCare about Medical Services

You must notify UniCare about any hospital admissions and certain outpatient services. Your benefit may be reduced by up to \$500 if you don't contact UniCare within the specified amount of time. This requirement is waived if you are outside the continental United States (the contiguous 48 states).

In this handbook, the **telephone symbol** a identifies the services you need to tell UniCare about. For a complete list of notification requirements, see the "Managed Care Program" section (pages 83-88).

#### **Use Medicare Contract Suppliers or Preferred Vendors**

Services from Medicare contract suppliers (when available) or UniCare preferred vendors are covered at 100% versus 80% for non-preferred vendors.

#### Keep Your UniCare Card at Hand

Keep your **UniCare ID card** and your **Medicare card** with you at all times, and always show them when you get medical care. That way, the provider can confirm your eligibility for benefits (page 74).

## Information and Resources Online at www.unicarestateplan.com

For your convenience, you can access a broad range of Plan-related and general health care information as well as helpful tools on our website: www.unicarestateplan.com.

The **computer symbol** Lethat you see throughout this handbook indicates that information on the highlighted topic is available on our website. Our comprehensive Web resources give you the ability to:

- Find health and wellness information Take our health assessment to find out how healthy you are and get customized suggestions to improve your health. Check out our *Step Into Wellness* program for information on a variety of topics, and read our monthly *eHouseCall* newsletter for health tips. You can also check our guidelines on preventive care, get patient safety information and more.
- Get information on initiatives and resources that promote health care quality. Learn about efforts to help hospitals reduce preventable medical errors. You'll also find resources to help you select a hospital based on a comparison of quality and cost, and more.
- Locate UniCare preferred vendors.
- Get convenient, secure access to information about your claims.
- Check out the plan's **discounts on health-related products and services** available through the Special Offers program.
- Email UniCare or order plan materials, such as ID cards and handbooks.
- View plan documents, including this handbook and other plan information.

### MedCall 24/7 Nurse Information Line

The MedCall® 24/7 Nurse Information Line provides toll-free access to extensive health information, any time of the day or night. MedCall is always available to you as an educational resource. If you have specific issues about your health or about treatment you're getting, you should always consult your doctor.

When you call MedCall, you'll speak with registered nurses who can discuss your concerns, address your questions about procedures or symptoms, and help you prepare for a doctor's visit. They can also discuss your medications and any potential side effects. MedCall also serves as a referral source for local, state and national self-help agencies.

To speak with a nurse, call MedCall toll free at (800) 424-8814. You will need to provide the following plan-specific code: 1002. You can also access MedCall's library of more than 400 audio tapes to get automated information over the phone on many health-related topics.

■ To view the list of available audio tapes, visit www.unicarestateplan.com.

# **Important Plan Information**

#### **Overview**

This section gives you important information about the Plan, including:

- The Andover Service Center and how its staff can help you
- The process for ordering new ID cards when needed
- How to access a language interpreter when speaking with a customer service representative at the Andover Service Center
- UniCare's Notice of Privacy Practices
- Contact information when you have questions about your medical plan, your prescription drug plan or your mental health, substance abuse and EAP benefits

#### **The Andover Service Center**

The Andover Service Center is where UniCare administers services; processes claims; and provides customer service, utilization management and medical case management for the medical component of the Plan. Representatives are available at (800) 442-9300 Monday through Thursday from 7:30 a.m. to 6:00 p.m. and Friday from 7:30 a.m. to 5:00 p.m. (Eastern time) to answer questions you and your family may have about your medical coverage.

■ You can also access claims information 24 hours a day, seven days a week from our automated telephone line, or from www.unicarestateplan.com.

When you call the Andover Service Center, you will speak with a customer service representative or a nurse reviewer, depending on the nature of your call.

#### **Customer Service Representatives**

Customer service representatives are benefits specialists who can answer questions about:

- Claim status
- Notification requirements
- Covered services
- Preferred vendors and Medicare contract suppliers
- Plan benefits
- Resources on our website: www.unicarestateplan.com

#### **Nurse Reviewers**

**Nurse reviewers** are registered nurses who can help you coordinate your Plan benefits based on your health care needs. The nurse reviewer can:

- Provide information about the Managed Care Program, including Utilization Management,
   Medical Case Management, and Quality Centers and Designated Hospitals for Transplants
- Answer questions about the plan's coverage for hospital stays and certain outpatient benefits

- Speak with you and your physician about covered and non-covered services to help you obtain care and coverage in the most appropriate health care setting, and let you know what services are covered
- Assist you with optimizing benefits for covered services after you are discharged from the hospital

#### Your ID Card

When you are enrolled in the Plan, you will get a UniCare ID card. When you need health care services, tell your physician, hospital or other provider that you are a member of Medicare and the Medicare Extension plan. Show your provider both your Medicare card and your UniCare ID card.

Your ID card contains useful information about your benefits and important telephone numbers you and your doctors may need.

■ If you lose your ID card or need additional cards, you can order them from www.unicarestateplan.com. You can also call the Andover Service Center at (800) 442-9300.

## **Interpreting and Translating Services**

If you need a language interpreter when you contact the Andover Service Center, a customer service representative will access a language line and connect you with an interpreter who will translate your conversation with the representative.

If you are deaf or hard of hearing and have a TDD machine, you can contact UniCare by calling our telecommunications device for the deaf (TDD) line at (800) 322-9161 or (978) 474-5163.

For a translation of the above text, see Appendix D.

## **Notice of Privacy Practices**

UniCare's Notice of Privacy Practices appears in Appendix B.

This notice describes how medical information about you may be used and disclosed and how you can get access to this information. UniCare keeps the health and financial information of current and former members private, as required by law. This notice also explains your rights as well as UniCare's legal duties and privacy practices. UniCare's policies comply with the Health Insurance Portability and Accountability Act (HIPAA), the federal standard for the protection of personal health information.

## **Involuntary Disenrollment Rate**

In accordance with Division of Massachusetts Insurance Regulations, UniCare reports that its involuntary disenrollment rate among its members for its Massachusetts book of business was 0 percent in 2013.

# **Understanding Costs**

#### **Overview**

This section talks about the costs associated with medical services that the Plan covers. Topics in this section include:

- Member costs that are your responsibility to pay: calendar year deductible, copays and coinsurance
- The **out-of-pocket limit** on your member costs
- How UniCare reimburses providers
- What balance billing is and how to avoid it

#### Your Member Costs

There are three types of member costs that are your responsibility to pay for the medical care you and your family get. These costs, which are separate costs that apply in different situations and are for different services, are:

- Calendar year deductible (page 21)
- Copays or copayments (pages 76-77)
- Coinsurance (page 77)

#### **How Member Costs Work**

Because you are in the Medicare Extension plan, your claims go first to Medicare. Medicare pays its portion of a bill, and the claim balance is sent to UniCare. UniCare subtracts any member costs you owe from the amount we pay the provider. That provider will then send you a bill for the amount of your member costs.

We deduct member costs in the order that your claims arrive at UniCare (which may not be in the same order that you got the medical services). You'll get an Explanation of Benefits (EOB) that lists which providers you will owe payment to.

A copay, if there is one, is always subtracted first. Then, the calendar year deductible is subtracted, and finally the coinsurance.

#### **About the Calendar Year Deductible**

The **calendar year deductible** is a set amount you pay toward medical services each year before the Plan begins paying benefits for those services. The calendar year deductible begins on January 1 each year. The deductible amounts you must satisfy are shown below.

Table 11. Calendar Year Deductible Amounts

\$35	With CIC (Comprehensive Insurance Coverage)
\$100	Without CIC (Non-Comprehensive Insurance Coverage)

This deductible applies to some services, but not all. For example, the deductible applies to office visits, physical therapy and outpatient hospital services, but it doesn't apply to preventive care visits, laboratory tests and X-rays. To find out whether the deductible applies to a particular medical service, see the "Benefit Highlights" section.

**Example** – You have coverage with CIC. In January, you go to the doctor for a medical problem. You will owe your deductible on the balance of that bill that remains after Medicare's payment.

#### **Deductible Carryover**

If you pay any of your calendar year deductible for services you get during the last three months of the calendar year (October, November and December), that amount will be applied to your deductible in the following year. You must have had continuous coverage in the Plan since you had those services.

## **About Copays**

A **copay** (or **copayment**) is a set amount you pay when you get certain medical services. For example, you pay a copay when you get an eye exam, or when you go to the emergency room. The dollar amount of your copay varies depending on what service you're getting. Table 12 shows the copays you will owe for certain types of medical services.

**Table 12. Copays for Medical Services** 

Type of Service	Coverage without CIC (Non-Comprehensive Insurance Coverage)	Coverage with CIC (Comprehensive Insurance Coverage)
Office Visits	None	None
Routine Eye Exams	\$10	\$10
Emergency Room	\$25 (waived if admitted)	\$25 (waived if admitted)
Inpatient Hospital Care	\$100 per quarter	\$50 per quarter

Copays can work in two ways:

- Quarterly copays You pay quarterly copays only once in a calendar quarter<sup>1</sup>, no matter how many times you get that service during the quarter. The copay for inpatient hospital services is a quarterly copay.
- *Per-visit copays* These are copays you pay every time you have a particular service. Emergency room visits are an example of per-visit copays.

<sup>1</sup> Calendar year quarters are: January/February/March, April/May/June, July/August/September and October/November/December.

#### **Inpatient Hospital Quarterly Copay**

The inpatient hospital copay is a per-person quarterly copay. Each time you or a covered dependent is admitted to a hospital, you will owe this copay. However, once you pay this copay during a calendar year quarter, you won't have to pay it again for this person during the same quarter. As is true of all member costs, this copay is applied to any balances that remain after Medicare considers your claims.

**Example** – You have coverage with CIC. You are admitted to a hospital in January and stay overnight, so you owe this copay on the balance that remains after Medicare's payment. If you are readmitted to a hospital in March, you won't owe another copay, because March is within the same calendar year quarter. But if you are readmitted to a hospital in May, you will have to pay the copay again.

If you are readmitted to the hospital within 30 days, you won't owe another inpatient hospital copay, as long as both hospital admissions are in the same calendar year. This is true even if the two admissions occur in different quarters.

#### **About Coinsurance**

**Coinsurance** is your share of the cost of a covered service when the service isn't covered at 100%. For example, if the Plan pays 80% of the allowed amount for a service, you are responsible for paying the other 20%. As is true of all member costs, coinsurance is applied to any balances that remain after Medicare considers your claims. To find out which benefits have coinsurance, see the "Benefit Highlights" section.

#### About the Out-of-Pocket Limit

#### If you have CIC coverage

To protect you from large medical expenses, the Medicare Extension Plan with CIC limits how much coinsurance you could pay each year. Once you reach this **out-of-pocket limit**, the Plan pays 100% of the allowed amount for the rest of the year.

The out-of-pocket limit is \$500 for each covered person.

Deductibles, copays, certain coinsurance amounts, any amounts paid over the allowed amount, and charges for non-covered services don't count toward the out-of-pocket limit. To find out about a particular service, see the "Benefit Highlights" section.

#### If you don't have CIC coverage

There is no out-of-pocket limit if you don't have CIC coverage.

<sup>1</sup> Calendar year quarters are: January/February/March, April/May/June, July/August/September and October/November/December.

#### **About Provider Reimbursement**

#### **Allowed Amounts**

UniCare reimburses a provider for a service based on the **allowed amount** for that service. The allowed amount is either the amount Medicare allows for a service or the amount UniCare determines to be within the range of payments most often made to similar providers for the same service or supply. UniCare uses a variety of methods to determine allowed amounts, and they are expressed as maximum fees in fee schedules, maximum daily rates, flat amounts or discounts from charges. They are the maximum amounts that the Plan pays for covered health care services.

#### **How UniCare Reimburses Providers**

The Plan reimburses providers on a fee-for-service basis. The Plan does not withhold portions of benefit payments from providers, nor does it offer incentive payments to providers related to controlling the utilization of services. Explanations of provider payments are detailed in your Explanations of Benefits (EOBs). In this Plan, providers are not prohibited from discussing the nature of their compensation with you.

## **How Allowed Amounts and Balance Billing Work**

#### **Balance Billing (Charges over the Allowed Amount)**

The allowed amount for a given service may not be the same as what a provider actually charges. When a provider asks you to pay for charges above the allowed amount (that is, above the amount paid by insurance), it is called **balance billing**.

The Plan does not cover balance bills, nor are balance bills included in your out-of-pocket limit. By law, Massachusetts providers aren't allowed to balance bill you. However, providers in other states may do so.

#### When You Get Care in Massachusetts

Massachusetts providers are not allowed to balance bill you for charges over the allowed amount (Massachusetts General Law, Chapter 32A: Section 20). If you get a balance bill from a Massachusetts provider, contact the Andover Service Center to help you resolve this issue.

#### If You Get Care Outside of Massachusetts

Providers outside of Massachusetts are free to balance bill you for the difference between the Plan's allowed amount and what the provider charged. Since the Plan doesn't cover balance bills, payment is your responsibility. To minimize your risk of being balance billed, we recommend always using providers who accept Medicare payment.

#### **About Preferred Vendors**

Some providers of certain services and supplies have contracts with Medicare or UniCare, and they are covered at a higher benefit than non-contracted providers. These **preferred vendors** provide the following services:

- Durable medical equipment (DME)
- Home health care
- Home infusion therapy
- Medical/diabetic supplies

If you use non-preferred vendors, you will owe coinsurance. Outside of Massachusetts, you may also be balance billed. Since the Plan doesn't cover balance bills, payment is your responsibility.

#### For Services Covered by Medicare

For any of these services that Medicare covers, the preferred vendors are those providers that have a contract with Medicare (called **Medicare contract suppliers**). You must use a Medicare contract supplier, if one is available to you, to get the most complete coverage.

■ Go to www.medicare.gov/supplier for a list of Medicare contract suppliers.

Sometimes, there may not be a Medicare contract supplier near you, even though Medicare covers the service. In that case, use a UniCare preferred vendor to get the highest level of coverage. For a list of UniCare preferred vendors, see Appendix H.

#### For Services Not Covered by Medicare

For services that the Plan covers but Medicare doesn't, the preferred vendors are those that have a contract with UniCare. For these services, always use a UniCare preferred vendor to get the highest level of coverage. For a list of UniCare preferred vendors, see Appendix H.

## **Your Claims**

#### **Overview**

This section provides information on how to submit a claim, how your benefits are covered when you have coverage under more than one health plan, how to view your claims online, the Plan's claim review process, your appeal rights under the Plan, and other important information relating to your claims

#### How to Submit a Claim

Before the Plan can process your claims, your claims must first be submitted to Medicare for consideration. Most hospitals, physicians or other health care providers will submit claims to Medicare for you. You will receive an Explanation of Medicare Benefits (EOMB) that explains what Medicare paid and if there are balances remaining.

Once Medicare processes your claims, any remaining balance is automatically sent to the Andover Service Center, where benefits under the Medicare Extension Plan are determined. This process is called **Medicare crossover**. You are not responsible for paying any balances until the Medicare crossover process is completed. At that time you will receive an Explanation of Benefits (EOB) from the UniCare Medicare Extension Plan.

If the situation arises where you need to submit your own claim, you must first submit the claim to Medicare. You must then submit written proof of the claim to the Andover Service Center that includes:

- Medicare EOMB
- Diagnosis
- Date of service
- Amount of charge
- Name, address and type of provider
- Provider tax ID number, if known
- Name of enrollee
- Enrollee's ID number
- Name of patient
- Description of each service or purchase
- Other insurance information, if applicable
- Accident information, if applicable
- Proof of payment, if applicable

If the proof of payment you receive from a provider contains information in a foreign language, please provide the Plan with a translation of this information, if possible.

The Plan's claim form may be used to submit written proof of a claim. Original bills or paid receipts from providers will also be accepted as long as the information described above is included.

You can print or request a claim form from www.unicarestateplan.com. Or call the Andover Service Center at (800) 442-9300 for assistance.

Medicare Members Your Claims

Claims for prescription drug or mental health, substance abuse or EAP benefits — Claims for these services must be submitted directly to the administrator of those services. See pages 97-109 (prescription drug program) or pages 159-188 (mental health, substance abuse and EAP programs).

#### **Filing Deadline**

Written proof of a claim must be submitted to the Plan within two years from the date of service. Claims submitted after two years will be accepted for review if it is shown that the person submitting the claim was mentally or physically incapable of providing written proof of the claim in the required time frame

#### **Claims Review Process**

The Plan routinely reviews submitted claims to evaluate the accuracy of billing information about services performed. The Plan may request written documentation such as operative notes, procedure notes, office notes, pathology reports and X-ray reports from your provider. In cases of suspected claim abuse or fraud, the Plan may require that the person whose disease, injury or pregnancy is the basis of the claim be examined by a physician chosen by the Plan. This examination will be performed at no expense to you.

## **Restrictions on Legal Action**

No legal action or suit to recover benefits for charges incurred while covered under the Plan may be started before 60 days after written proof of a claim has been furnished. Further, no such action or suit may be brought more than three years after the time such proof has been furnished. If either time limit is less than permitted by state law in the state you lived in when the alleged loss occurred, the limit is extended to be consistent with that state law.

## **Right of Reimbursement**

UniCare will have a lien on any recovery made by you or your dependents covered under this Plan for an injury or disease to the extent that you or your dependents has received benefits for such injury or disease from the Plan. That lien applies to any recovery made by you or your dependents from any person or organization that was responsible for causing such injury or disease, or from their insurers. Neither you nor your dependents will be required to reimburse UniCare for more than the amount you or your dependents recover for such injury or disease.

You or your dependents must execute and deliver such documents as may be required, and do whatever is necessary to help UniCare in its attempts to recover benefits it paid on behalf of you or your dependents.

## **Claims Inquiry**

If you have questions about your claims, contact the Andover Service Center in one of the following ways to request a review of your claim:

- Call us at (800) 442-9300
- Write to the UniCare State Indemnity Plan, Claims Department, P.O. Box 9016, Andover, MA 01810-0916
- **Email** us from www.unicarestateplan.com > Contact Us

If you have additional information, please include it with your letter. You will be notified of the result of the investigation and of the final determination.

#### **24-Hour Access to Claims Information**

You can also check the status of your claims 24 hours a day, seven days a week in the following two ways:

- Call us at (800) 442-9300 and select the option to access our automated information line.
- Let Visit www.unicarestateplan.com. Register by creating a user ID and password to protect the privacy of your information. Dependents age 18 or older can access their individual claim information by establishing their own user IDs and passwords.

## Inquiry, Complaint and Grievances/Appeals Process

For instructions on how to file an inquiry, complaint or grievance/appeal, see Appendix F.

Appeals for mental health, substance abuse or EAP services – Appeals for these services must be filed with Beacon Health Strategies, the administrator of those services. See pages 159-188.

## **Reporting Requirements**

The Plan provides the following information to the Office of Patient Protection no later than May 15 of each year:

- 1. A list of sources of independently published information assessing member satisfaction and evaluating the quality of health care services offered by the Plan
- 2. The percentage of physicians who voluntarily and involuntarily terminated participation contracts with the Plan during the previous calendar year for which such data has been compiled, and the three most common reasons for voluntary and involuntary physician disenrollment
- 3. The percentage of premium revenue expended by the Plan for health care services provided to members for the most recent year for which information is available, and
- **4.** A report detailing, for the previous calendar year, the total number of:
  - Filed grievances/appeals, grievances/appeals that were approved internally, grievances/appeals that were denied internally, and grievances/appeals that were withdrawn before resolution
  - External appeals pursued after exhausting the internal grievance/appeal process and the resolution of all such external grievances/appeals

## **Request and Release of Medical Information**

UniCare's policies for releasing and requesting medical information comply with the Health Insurance Portability and Accountability Act (HIPAA). For more details, see the Notice of Privacy Practices in Appendix B.

# **Managed Care Program**

#### **Overview**

UniCare's Managed Care Program, located in the Andover Service Center, includes the following components:

- Notification Requirements
- Utilization Management Review Program
- Medical Case Management
- Quality Centers and Designated Hospitals for Transplants

The Managed Care Program reviews clinical information ("clinical criteria") for certain health care services to determine whether the services are eligible for benefits. This process, called **utilization management**, is a standard component of most health care plans. It helps ensure that benefits are paid appropriately for services that meet the Plan's definition of medical necessity. Utilization management helps control costs while preserving the ability of the GIC to offer benefits of an indemnity plan to members. The Managed Care Program also reviews the benefits available to you from Medicare, and helps coordinate coverage.

The clinical criteria used for these reviews have been developed with input from actively practicing physicians, and are developed in accordance with the standards adopted by the national accreditation organizations. They are updated at least three times a year, or more often as new treatments, applications and technologies are adopted as generally-accepted professional medical practice.

Managed Care staff includes nurse reviewers and physician advisors. To determine eligibility for benefits, nurse reviewers speak with your doctors, hospital staff, and/or other health care providers to review your clinical situation and circumstances. In addition, your physician will be offered the opportunity to speak with a physician advisor in Managed Care to discuss the proposed treatment and/or the setting in which it will be provided. Managed Care staff will inform you about what services will be eligible for benefits.

## When to Notify UniCare about Upcoming Medical Care

The list of notification requirements on page 84 lets you know when you need to notify the Andover Service Center about a treatment, service or procedure. Managed Care staff will review your case to determine if the care is eligible for benefits under the Plan. This process reduces your risk of having to pay for non-covered services.

This review process begins when you, or someone acting for you, notifies the Andover Service Center that:

- You or your dependent will be or has been admitted to the hospital; or
- A provider (either in Massachusetts or elsewhere) has recommended one of the listed procedures or services.

Important: If you fail to notify the Andover Service Center within the required time frame (specified in the list on page 84), your benefits may be reduced by as much as \$500.

You can also find the notification requirements on www.unicarestateplan.com.

#### Information You Must Provide When You Call

When you call the Andover Service Center, please have the following information available:

- The procedure or service being performed
- The hospital admission date or the start of service date
- The name, address and phone number of the admitting or referring physician, as well as the fax number, if possible
- The name, address and phone number of the facility or vendor, as well as the fax number, if possible

If you aren't sure whether a treatment, service or procedure is on this list, check with your doctor, or call the Andover Service Center at (800) 442-9300.

Important: Submitting a claim for service is not enough to meet this requirement. You must contact the Andover Service Center directly, and within the amount of time listed in the table.

## **Notification Requirements**

You must notify the Andover Service Center within the specified amount of time for these services. Note that some of the listed procedures may be performed in a doctor's office.

**Table 13. Sample Notification Requirements** 

Treatment / Service	Requirements	
Emergency admission	Within 24 hours (next business day)	
Maternity admission	Within 24 hours (next business day)	
Non-emergency admission	At least 7 calendar days before admission For elective inpatient treatment	
Organ transplants	At least 21 calendar days before transplant-related services begin  Exception: cornea transplants don't require notification	
Durable medical equipment (DME) <sup>1</sup>	At least 1 business day before ordering the equipment You must notify UniCare if the purchase price exceeds \$500, or if the expected rental charges will exceed \$500 over the period of use.  Exception: oxygen and oxygen equipment don't require notification	
Home health care	At least 1 business day before the services begin if Medicare is not going to cover the services  Services must be provided by:  Home health agencies  Visiting nurse associations	
Home infusion therapy <sup>1</sup>	At least 1 business day before the services begin	
Private duty nursing	At least 1 business day before the services begin	

<sup>1</sup> To get the highest benefit, use preferred vendors for these services (see Appendix H).

## **Utilization Management Review Program**

#### **Reviews for Inpatient Hospital Admissions**

#### **Initial Review for Hospital Admissions**

The Plan must review all inpatient hospital admissions. You or someone acting for you must call the Andover Service Center at (800) 442-9300 at least seven days before a non-emergency admission, and within 24 hours of, or the next business day after, an emergency or maternity admission.

The purpose of this review is to let you know if the admission is eligible for benefits under the Plan. Calling the Andover Service Center reduces your risk of having to pay for non-covered services.

Medicare covers 60 days at 100% after Medicare's deductible for medically necessary hospital care that occurs within a "benefit period." Those 60 days can occur as a result of one or multiple hospitalizations.

A benefit period begins the day you are first admitted to a hospital and ends when you have been out of a hospital or skilled nursing facility for 60 straight days. The benefit period also ends if you are in a skilled nursing facility but have not gotten skilled care in that facility for 60 straight days.

After that 60-day period, the next time you are admitted to a hospital, a new benefit period begins and your hospital and skilled care Medicare benefits are renewed. There is no limit on the number of Medicare benefit periods that you can have. If you have additional questions about your Medicare benefits, please consult the "Medicare &You" handbook or call your local Social Security office.

Depending on the benefits available to you from Medicare, a nurse reviewer will determine the need for a review of your hospitalization. The nurse reviewer may call your provider for clinical information to help with the review process.

#### **Initial Determination**

The Plan will make an initial determination within two business days of getting all necessary information.

As soon as a decision has been made, UniCare will contact your provider within 24 hours. For an emergency admission, UniCare will contact the hospital directly. In addition, both you and your provider will be notified in writing or electronically within two business days to confirm that the hospitalization is eligible for benefits under the Plan. The written notice will also specify the initial length of stay that has been approved.

If the nurse reviewer is unable to make a determination, your provider will be offered the opportunity to speak with a physician advisor. If the Plan determines that the admission is not eligible for benefits, the nurse reviewer will promptly notify you, your doctor and the hospital.

#### **Continued Stay Review for Hospital Admissions**

You should notify the Plan if your stay in any hospital adds up to or is near 60 days within one benefit period. When this occurs, the nurse reviewer will review the continuing hospital stay. The nurse reviewer may call your provider while you are in the hospital to determine whether a continued hospital stay is eligible for benefits under the Plan. During your continued stay, the nurse reviewer will also work with the hospital staff to facilitate planning for care that may be required after your discharge.

If the nurse reviewer is unable to make a determination about your continued hospitalization, your provider will be offered the opportunity to speak with a physician advisor. If the Plan determines that the continued stay is not eligible for benefits, the nurse reviewer will promptly notify you, your doctor and the hospital.

#### **Concurrent Review**

A concurrent review is a review that takes place during a hospital stay. A concurrent review may be for a continued stay (see above) or for additional services.

The Plan will make a concurrent review determination within one business day of getting all necessary information, and will notify the provider by telephone or fax within one business day. The notice will specify the number of extended days or the next review date, the new total number of days or services approved, and the date of admission or start of services.

If the nurse reviewer is unable to make a determination, your provider will be offered the opportunity to speak with a physician advisor before the Plan makes a final decision.

#### **Adverse Determinations (Denials)**

If the Plan determines that the continued stay or service is not eligible for benefits, the nurse reviewer will notify your provider by telephone within 24 hours, and will provide written or electronic notification within one business day after that. You will continue to get services without any liability until you, or your authorized representative, have been notified.

The written notice will tell you about your right to an internal expedited appeal, including the right to a decision before you are discharged.

The Plan's written notice will include a substantive clinical justification that is consistent with generally-accepted principles of professional medical practice. This notice will:

- Identify the specific information upon which the adverse determination was based
- Discuss your presenting symptoms or condition; diagnosis and treatment interventions; and the specific reasons why the medical evidence doesn't meet the generally-accepted principles of medical practice
- Specify any alternative treatment option offered by the Plan, and
- Reference and include applicable clinical practice guidelines and review criteria

#### Reconsideration After a Denial

If benefits are denied before or while health care services are being provided, either the attending physician or the member may ask for reconsideration. The reconsideration process gives the provider the opportunity to speak with another clinical peer reviewer who was not involved in the original denial.

For an immediate reconsideration, the Andover Service Center must get the request and all supporting information within three business days of the initial denial notification. The reconsideration will take place within one business day after all necessary supporting documentation has been received. The decision is then communicated in writing to the member and the member's health care provider.

You may also use the Internal Inquiry, Complaint and Grievance/Appeal Process described in Appendix F.

#### Reviews for Durable Medical Equipment (DME) over \$500

Any durable medical equipment (DME) – other than oxygen and oxygen equipment – ordered by a physician that is expected to cost more than \$500 is subject to review. The \$500 cost may be the purchase price or the total rental charges.

You must notify UniCare at least one business day before the equipment is ordered from the equipment provider. A nurse reviewer may call your provider for clinical information to help determine if the equipment is eligible for benefits. Once the decision is made, UniCare will contact your provider directly, and you will be notified in writing.

If you get equipment from a preferred vendor, the authorized item will be covered at 100% of the allowed amount after the calendar year deductible. Any equipment you get from a non-preferred vendor is covered at 80% of the allowed amount (after the calendar year deductible).

Please note that if an item isn't available from a preferred vendor, although authorized, it will only be covered at 80% of the allowed amount (after the calendar year deductible).

#### Reviews for Home Health Care, Home Infusion Therapy and Private Duty Nursing

When a physician prescribes home infusion therapy (as described in "Plan Definitions") or other home health care services, you must notify UniCare at least one business day before services begin, if Medicare won't cover the full amount of the requested services.

A nurse reviewer may call your provider for clinical information to help determine if the services are eligible for benefits. Once the decision is made, UniCare will contact your provider directly, and you will be notified in writing.

## **Medical Case Management**

A **medical case manager** is a registered nurse who can assist you and your family when you are faced with a serious medical problem such as a stroke, cancer, spinal cord injury or another condition that requires multiple medical services. Medical case managers help to establish goals that are tailored to meet your health care needs.

The medical case manager will:

- Help you and your family cope with the stress associated with an illness or injury by facilitating discussions about health care planning
- Support the coordination of services among multiple providers
- Work with the attending physician and other providers to support the member's present and future health care needs
- Provide the member with valuable information about available resources
- Work with mental health/substance abuse benefits administrators to help coordinate services and maximize benefits, if your condition requires both medical and mental health services
- Explore alternative funding sources or other resources in cases where there is need but benefits under the Plan are limited
- Promote education, wellness, self-help and prevention programs to help manage chronic disease conditions
- Promote the development of a care plan to ease the transition from hospital to home

## **Quality Centers and Designated Hospitals for Transplants**

UniCare has designated certain hospitals as Quality Centers and Designated Hospitals for organ transplants. These hospitals were chosen for their specialized programs, experience, reputation and ability to provide high-quality transplant care. The purpose of this program is to facilitate the provision of timely, cost-effective, quality services to eligible Plan members.

Transplants at Quality Centers and Designated Hospitals are covered at 100% after the applicable copay and deductible. Transplants at other hospitals are covered at 80% after the applicable copay and deductible. Although you have the freedom to choose any health care provider for these procedures, you can maximize your benefits when you use one of these Quality Centers or Designated Hospitals. You or someone on your behalf should notify the Plan as soon as your physician recommends a transplant evaluation.

A medical case manager is available to support the patient and family before the transplant procedure and throughout the recovery period. He or she will:

- Review the member's ongoing needs
- Help to coordinate services while the member is awaiting a transplant
- Help the member and family optimize Plan benefits
- Maintain communication with the transplant team
- Facilitate transportation and housing arrangements, if needed
- Facilitate discharge planning alternatives
- Help to coordinate home care plans, if appropriate
- Explore alternative funding or other resources in cases where there is need but benefits under the Plan are limited

To contact Medical Case Management, please call UniCare Customer Service at (800) 442-9300 and ask to speak with a medical case manager.

# **Benefit Highlights**

## A Summary of Your Medical Benefits

This section contains a summary of your medical benefits under the Medicare Extension Plan after consideration by Medicare, as follows:

- What the plan pays with CIC (comprehensive insurance coverage) and without CIC (non-comprehensive insurance coverage)
- Which member costs (deductible, coinsurance and/or copays) you are responsible for paying in connection with a service or supply (for copay and deductible amounts, see the "Understanding Costs" section)
- Any limits on the number of visits allowed or dollar amounts paid per calendar year

**Important:** The information contained in this section is only a summary of your medical benefits. For additional details of your medical plan benefits, see the "Description of Covered Services" section.

#### **Book Symbol**

The book symbol  $\square$  next to each service listed in the Summary tables directs you to other pages that provide additional details about that service.

#### **Telephone Symbol**

The telephone symbol Plets you know that, to obtain the highest benefit for this service, you must contact the Andover Service Center. If you don't do so, your benefits may be reduced by up to \$500. However, you don't need to call UniCare if you are outside the continental United States (the contiguous 48 states). See the "Managed Care Program" section for more information about the notification requirements associated with these benefits.

#### **Computer Symbol**

The computer symbol  $\blacksquare$  indicates that information on the highlighted topic is available at www.unicarestateplan.com.

**Table 14. Summary of Covered Services (after consideration by Medicare)** 

	Without CIC	With CIC
☑ Inpatient Hospital Services in an Acute Medical, Surgical or Rehabilitation Facility		Also see pages 85, 112
Semi-Private Room, ICU, CCU and Ancillary Services	100% after the inpatient hospital quarterly copay	100% after the inpatient hospital quarterly copay
Medically Necessary Private Room	100% of the semi-private room rate after the inpatient hospital quarterly copay	100% of the semi-private room rate after the inpatient hospital quarterly copay
Inpatient Diagnostic Laboratory and Radiology Expenses	100%	100%
<b>Transplants</b>		Also see pages 88, 121
Quality Centers and Designated Hospitals for Transplants (see page 88)	100% after the inpatient hospital quarterly copay	100% after the inpatient hospital quarterly copay
Other Hospitals	80% after the inpatient hospital quarterly copay	80% after the inpatient hospital quarterly copay  Note: The 20% coinsurance does not count toward the out-of-pocket limit
Other Inpatient Facilities		Also see pages 113, 139
<ul> <li>Sub-Acute Care         Hospitals/Facilities</li> <li>Transitional Care         Hospitals/Facilities</li> <li>Long-Term Care         Hospitals/Facilities</li> <li>Chronic Disease         Hospitals/Facilities</li> <li>Skilled Nursing Facilities</li> </ul>	For days paid by Medicare: Part A deductible and coinsurance up to 100 days after the calendar year deductible; then 80% for the remainder of the calendar year up to a calendar year limit of \$7,500 For days not paid by Medicare: 80% up to the calendar year limit of \$7,500	For days paid by Medicare: Part A deductible and coinsurance up to 100 days after the calendar year deductible; then 80% for the remainder of the calendar year up to a calendar year limit of \$10,000 For days not paid by Medicare: 80% up to the calendar year limit of \$10,000 Note: Whether or not Medicare pays, the 20% coinsurance does not count toward the out-of-pocket limit

For deductible and copay amounts, see the charts in the "Understanding Costs" section. All services must be medically necessary and all charges are subject to the allowed amount.

To get the highest benefit, you must notify UniCare when you have these services. The "Managed Care Program" section explains this requirement and lists the services that you must notify UniCare about.

Table 14. Summary of Covered Services (after consideration by Medicare) (continued)

	Without CIC	With CIC
<b>Emergency Room Treatment</b>		Also see pages 113, 135
Emergency Room	100% after the emergency room copay per visit (copay waived if admitted)	100% after the emergency room copay per visit (copay waived if admitted)
Radiology		
<ul> <li>For an emergency (accident or sudden serious illness)</li> </ul>	100%	100%
Non-emergency	80%	100%
Diagnostic Laboratory Testing		
<ul> <li>For an emergency (accident or sudden serious illness)</li> </ul>	100%	100%
Non-emergency	80%	100%
Surgery Also see pages 114, 136		Also see pages 114, 136, 143
Inpatient or Outpatient	In Massachusetts: 100% of Part B deductible and coinsurance amount	In Massachusetts: 100% of Part B deductible and coinsurance amount
	Outside Massachusetts – Medicare Assigned: 100% of Part B deductible and coinsurance amount	Outside Massachusetts – Medicare Assigned: 100% of Part B deductible and coinsurance amount
	Outside Massachusetts – Medicare Unassigned: 100% of Part B deductible and coinsurance amount	Outside Massachusetts – Medicare Unassigned: 100% of Part B deductible and coinsurance amount; then 80% of the difference between the Medicare payment and the covered charge

For deductible and copay amounts, see the charts in the "Understanding Costs" section. All services must be medically necessary and all charges are subject to the allowed amount.

Table 14. Summary of Covered Services (after consideration by Medicare) (continued)

	Without CIC	With CIC
<b>Outpatient Medical Care</b>	•	Also see pages 115-121
For Services at a Hospital (other than the services listed below)	100% after the calendar year deductible	100% after the calendar year deductible
Diagnostic Laboratory Testing and Radiology Expenses	80%	100%
Licensed Retail Medical Clinics at Pharmacies	80% after the calendar year deductible	100% after the calendar year deductible
Physical Therapy and Occupational Therapy	80% after the calendar year deductible	If Medicare pays: 100% of the Part B deductible and coinsurance amount If Medicare does not pay: 80% after the calendar year deductible
Speech Therapy	80% after the calendar year deductible up to a limit of \$2,000 per calendar year	100% after the calendar year deductible up to a limit of \$2,000 per calendar year
Chemotherapy	80% after the calendar year deductible	100% after the calendar year deductible
Dialysis	100% after the calendar year deductible	100% after the calendar year deductible
Physician Services   Also see page 119		
Non-Emergency Treatment at Home, Office or Outpatient Hospital	100% after the calendar year deductible	100% after the calendar year deductible
Hospital Inpatient	100%	100%
<b>Emergency Treatment</b>	100%	100%
Chiropractic Care or Treatment	80% after the calendar year deductible; up to a limit of 20 visits per calendar year	80% after the calendar year deductible; up to a limit of 20 visits per calendar year
Preventive Care		Also see page 132 and Appendix G
	100%	100%

For deductible and copay amounts, see the charts in the "Understanding Costs" section. All services must be medically necessary and all charges are subject to the allowed amount.

Table 14. Summary of Covered Services (after consideration by Medicare) (continued)

	Without CIC	With CIC
<b>Private Duty Nursing</b>		Also see page 119
Inpatient (must not duplicate services that a hospital or facility is licensed to provide)	100% after the calendar year deductible, up to a calendar year limit of \$1,000. The limit includes benefits paid by Medicare, then 80%	100% after the calendar year deductible, up to a calendar year limit of \$1,000. The limit includes benefits paid by Medicare, then 80%
Outpatient	80% after the calendar year deductible, up to a calendar year limit of \$4,000. The limit includes benefits paid by Medicare.	80% after the calendar year deductible, up to a calendar year limit of \$8,000. The limit includes benefits paid by Medicare.  Note: The 20% coinsurance does not count toward the out-of-pocket limit
Thome Health Care		Also see pages 87, 118, 136
Preferred Vendors <sup>1</sup>	100% after the calendar year deductible	100% after the calendar year deductible
Non-preferred Vendors	80% after the calendar year deductible	80% after the calendar year deductible
<b>☎</b> Home Infusion Therapy	-	Also see pages 87, 136
Preferred Vendors <sup>1</sup>	100% after the calendar year deductible	100% after the calendar year deductible
Non-preferred Vendors	80% after the calendar year deductible	80% after the calendar year deductible  Note: The 20% coinsurance does not count toward the out-of-pocket limit
Hospice	-	Also see pages 122, 136
Medicare-Certified Hospice	100% after the calendar year deductible	100% after the calendar year deductible
Bereavement Counseling	80% after the calendar year deductible, up to a limit of \$1,500 per family	80% after the calendar year deductible, up to a limit of \$1,500 per family  Note: The 20% coinsurance does not count toward the out-of-pocket limit

For deductible and copay amounts, see the charts in the "Understanding Costs" section. All services must be medically necessary and all charges are subject to the allowed amount.

To get the highest benefit, you must notify UniCare when you have these services. The "Managed Care Program" section explains this requirement and lists the services that you must notify UniCare about.

<sup>1</sup> For a list of UniCare preferred vendors, see Appendix H.

Table 14. Summary of Covered Services (after consideration by Medicare) (continued)

	Without CIC	With CIC
Early Intervention Services for Children		Also see pages 116, 135
Programs approved by the Department of Public Health		
Ambulance		Also see pages 115, 130
	100% of the first \$25	100% after the calendar year deductible
<b>Table Medical Equipment</b>	nt (DME)	Also see pages 87, 123, 135
Preferred Vendors <sup>1</sup>	100% after the calendar year deductible	100% after the calendar year deductible
Non-preferred Vendors	80% after the calendar year deductible	80% after the calendar year deductible  Note: The 20% coinsurance does not count toward the out-of-pocket limit
Hospital-Based Personal Emergency Response Systems (PERS)		Also see page 123
Installation	80% after the calendar year deductible, up to a limit of \$50	80% after the calendar year deductible, up to a limit of \$50  Note: The 20% coinsurance does not count toward the out-of-pocket limit
Rental Fee	\$40 per month limit	\$40 per month limit

For deductible and copay amounts, see the charts in the "Understanding Costs" section. All services must be medically necessary and all charges are subject to the allowed amount.

To get the highest benefit, you must notify UniCare when you have these services. The "Managed Care Program" section explains this requirement and lists the services that you must notify UniCare about.

<sup>1</sup> For a list of UniCare preferred vendors, see Appendix H. To find a Medicare contracted supplier, go to www.medicare.gov/supplier. If an item isn't available from a preferred vendor and you get it elsewhere, it will be covered at 80%.

Table 14. Summary of Covered Services (after consideration by Medicare) (continued)

	Without CIC	With CIC
Prostheses <sup>1</sup>		Also see pages 120, 140
	If Medicare pays: 100% of the Medicare deductible and Medicare coinsurance If Medicare does not pay: 80%	If Medicare pays: 100% of the Medicare deductible and Medicare coinsurance If Medicare does <i>not</i> pay: 80%
Braces <sup>2</sup>		Also see page 115
	If Medicare pays: 100% of the Medicare deductible and Medicare coinsurance If Medicare does not pay: 80%	If Medicare pays: 100% of the Medicare deductible and Medicare coinsurance If Medicare does <i>not</i> pay: 80%
Hearing Aids		Also see page 117
Age 21 and under	100% up to a limit of \$2,000 for each impaired ear every 36 months	100% up to a limit of \$2,000 for each impaired ear every 36 months
Age 22 and over	100% of the first \$500 (after the calendar year deductible); then 80% of the next \$1,500, up to a limit of \$1,700 every two years	100% of the first \$500 (after the calendar year deductible); then 80% of the next \$1,500, up to a limit of \$1,700 every two years  Note: The 20% coinsurance does not count toward the out-of-pocket limit
<b>Eyeglasses / Contact Lenses</b>		Also see page 131
	80%. Limited to the initial set within six months following cataract surgery	100%. Limited to the initial set within six months following cataract surgery
Routine Eye Examinations (including refraction and glaucoma testing)		Also see page 120
	100% after the routine eye exam copay. Covered once every 24 months	100% after the routine eye exam copay. Covered once every 24 months

For deductible and copay amounts, see the charts in the "Understanding Costs" section. All services must be medically necessary and all charges are subject to the allowed amount.

<sup>1</sup> Breast prostheses are covered at 100%.

<sup>2</sup> Orthopedic shoe with attached brace is covered at 100%.

Table 14. Summary of Covered Services (after consideration by Medicare) (continued)

	Without CIC	With CIC
Family Planning and Hormone Replacement Services		Also see pages 117, 136
Office Visits	100%	100%
Procedures	100%	100%
<b>Tobacco Cessation Counseling</b>	3	Also see pages 120, 132, 143
100%, up to 300 minutes per calendar year		100%, up to 300 minutes per calendar year
Fitness Club Reimbursement		Also see pages 117, 131, 136
	\$100 per family per calendar year	\$100 per family per calendar year
All Other Covered Medical Services		Also see pages 115-121
80% after the calendar year deductible		80% after the calendar year deductible
Prescription Drug Plan		See pages 97-109
Benefits administered by CVS Caremark. For more information, call (877) 876-7214 (toll free).		
Mental Health, Substance Abuse and EAP Services See pages 159-188		
Benefits administered by Beacon Health Strategies. For more information, call (855) 750-8980 (toll free).		

For deductible and copay amounts, see the charts in the "Understanding Costs" section. All services must be medically necessary and all charges are subject to the allowed amount.

# PART 4 PRESCRIPTION DRUG PLAN FOR MEDICARE MEMBERS

**Description of Benefits** 

Administered by



# **Prescription Drug Plan**

## **Medicare Members**

CVS Caremark<sup>1</sup> is the pharmacy benefit manager for your prescription drug benefit plan. The CVS Caremark pharmacy network includes major chain pharmacies nationwide, many independent pharmacies, a mail service pharmacy and a specialty drug pharmacy.

If you have any questions about your prescription drug benefits, contact CVS Caremark Customer Care toll free at (877) 876-7214, TDD: (800) 238-0756.

#### **About Your Plan**

Prescription medications are covered by the plan only if they have been approved by the U.S. Food and Drug Administration (FDA). In addition, with the exception of the over-the-counter versions of omeprazole (omeprazole OTC), Prevacid (Prevacid OTC), Prilosec (Prilosec OTC) and Zegerid (Zegerid OTC), medications are covered only if a prescription is required for their dispensing. Diabetic supplies and insulin are also covered by the plan.

The plan categorizes medications into six major categories:

#### **Generic Drugs**

Generic versions of brand medications contain the same active ingredients as their brand counterparts, thus offering the same clinical value. The FDA requires generic drugs to be just as strong, pure and stable as brand-name drugs. They must also be of the same quality and manufactured to the same rigorous standards. These requirements help to assure that generic drugs are as safe and effective as brand-name drugs.

#### **Maintenance Drug**

A maintenance drug is a medication taken on a regular basis for chronic conditions such as asthma, diabetes, high blood pressure or high cholesterol.

#### **Non-Preferred Brand-Name Drug**

A non-preferred brand-name drug, or non-formulary drug, is a medication that usually has an alternative therapeutically equivalent drug available on the formulary.

#### **Preferred Brand-Name Drug**

A preferred brand-name drug, also known as a formulary drug, is a medication that has been reviewed and approved by a group of physicians and pharmacists, and has been selected by CVS Caremark for formulary inclusion based on its proven clinical and cost effectiveness.

#### **Specialty Drugs**

Specialty drugs are usually injectable and non-injectable biotech or biological drugs with one or more of several key characteristics, including:

- Potential for frequent dosing adjustments and intensive clinical monitoring
- Need for intensive patient training and compliance for effective treatment

<sup>1</sup> CVS Caremark provides services through its operating company Caremark PhC, L.L.C. and affiliates.

- Limited or exclusive product distribution
- Specialized product handling and/or administration requirements

#### **Over-the-Counter (OTC) Drugs**

Over-the-counter drugs are medications that do not require a prescription. Your plan does not provide benefits for OTC drugs, with the exception of omeprazole OTC, Prevacid OTC, Prilosec OTC and Zegerid OTC (which are covered only if dispensed with a written prescription).

## **Copayments**

One of the ways your plan maintains coverage of quality, cost-effective medications is a multi-tier copayment pharmacy benefit: Tier 1 (most generic drugs), Tier 2 (mostly preferred brand-name drugs), Tier 3 (non-preferred brand-name drugs), or drugs which require no copayments. The following chart shows your copayment based on the type of prescription you fill and where you get it filled.

**Table 15. Copayments for Prescription Drugs** 

Copayment for	Participating Retail Pharmacy up to 30-day supply	Mail Service or CVS/pharmacy up to 90-day supply
Tier 1		
Generic Drugs and		
<ul> <li>Omeprazole OTC, Prevacid OTC, Prilosec OTC and Zegerid OTC (28-day supply – retail; 84-day supply – mail)<sup>1</sup></li> </ul>	\$10	\$20
Tier 2		
Preferred Brand-Name Drugs and		
<ul> <li>Generic versions of Aciphex (rabeprazole),</li> <li>Prevacid (lansoprazole) and Zegerid (omeprazole/sodium bicarbonate)</li> </ul>	\$25	\$50
Tier 3	\$50	\$110
Non-Preferred Brand-Name Drugs	φου	\$110
Other		
Orally-administered anti-cancer drugs	\$0	\$0
<ul> <li>Women's contraceptive drugs, devices and products</li> </ul>	Ψ0	<b>\$</b>
Copayment for	Specialty Drugs – Two allowed at any participa thereafter must be filled Caremark Specialty Pha	ating pharmacy; I only through CVS
Specialty Drugs: Tier 1	\$10 up to a 30-day supply	
Specialty Drugs: Tier 2	\$25 up to a 30-day supply	
Specialty Drugs: Tier 3	\$50 up to a 30-day supply	
Orally-administered anti-cancer specialty drugs	\$0 up to a 3	0-day supply

<sup>1</sup> Due to manufacturer packaging

#### How to Use the Plan

After you first enroll in the plan, CVS Caremark will send you a benefit booklet and CVS Caremark Prescription Card(s) for you and your dependent(s). Your Prescription Card(s) will be mailed to you and your dependents (if any) in separate mailings from the benefit booklet. (Please note: You may receive Prescription Cards *before* you receive the benefit booklet).

Show your new Prescription Card to your pharmacy so they can correctly process your prescription drug benefits.

Register on www.caremark.com. As a registered user, you can check drug costs, order mail service refills, and review your prescription drug history. You can access this site 24 hours a day.

#### **Filling Your Prescriptions**

You may fill your prescriptions for non-specialty drugs at any participating retail pharmacy, or through the CVS Mail Service Pharmacy. Prescriptions for specialty drugs must be filled as described in the "CVS Caremark Specialty Pharmacy" subsection.

To obtain benefits at a retail pharmacy, you must fill your prescription at a participating pharmacy using your CVS Caremark Prescription Card, with the exception of the limited circumstances detailed in the "Claim Forms" subsection.

#### **Short-Term Medications – Up to 30 Days**

#### Filling Your Prescriptions at a Participating Retail Pharmacy

The retail pharmacy is your most convenient option when you are filling a prescription for a short-term prescription that you need immediately (example: antibiotics for strep throat or painkillers for an injury). Simply present your CVS Caremark Prescription Card to your pharmacist, along with your written prescription, and pay the required copayment. Prescriptions filled at a non-participating retail pharmacy are not covered.

You can locate the nearest participating retail pharmacy anytime online after registering at www.caremark.com or by calling toll free at (877) 876-7214.

If you do not have your Prescription Card, you can provide your pharmacist with the cardholder's Social Security or GIC ID number, Bin number (610029), group code (GICRX) and the RxPCN code (CRK). The pharmacist can also verify eligibility by contacting the CVS Caremark Pharmacy Help Desk toll free at (800) 421-2342, TDD: (800) 238-0756.

#### **Maintenance Medications – Up to 30 Days**

After you fill two 30-day supplies of a maintenance medication at a retail pharmacy, you will be contacted by CVS Caremark to explain how you may convert your prescription to a 90-day supply to be filled either through mail service or at a CVS/pharmacy. You will receive coverage for additional fills of that medication only if you convert your prescription to a 90-day supply to be filled either through mail service or at a CVS/pharmacy, or if you inform CVS Caremark that you instead prefer to continue to receive 30-day supplies at a participating retail pharmacy.

CVS Caremark will assist you in transitioning your maintenance prescription to either mail service or a CVS/pharmacy location.

#### Maintenance Medications - Up to 90 Days

# Filling 90-day Prescriptions through CVS Caremark Mail Service Pharmacy or CVS/pharmacy

You have the choice and convenience of filling maintenance prescriptions for up to 90-day supply at the mail service copayment, either through the CVS Caremark Mail Service Pharmacy or at a CVS/pharmacy.

**Mail service** is a convenient option for prescription drugs that you take on a regular basis for conditions such as asthma, diabetes, high blood pressure and high cholesterol. Your prescriptions are filled and conveniently sent to you in a plain, weather-resistant pouch for privacy and protection. They are delivered directly to your home or to another location that you prefer.

**CVS/pharmacy** is another option for getting your 90-day maintenance medications for the same copayment amount as mail service. Prescriptions can be filled at one of over 7,000 CVS/pharmacy locations across the country.

#### **Convenient for You**

You get up to a 90-day supply of your maintenance medications – which means fewer refills and fewer visits to your pharmacy, as well as lower copayments. Once you begin using mail service, or the option of your local CVS/pharmacy, you can order refills online or by phone.

#### **Using Mail Service**

To begin using mail service for your prescriptions, just follow these three simple steps:

- 1. Ask your physician to write a prescription for up to a 90-day supply of your maintenance medication plus refills for up to one year, if appropriate. (Remember also to ask for a second prescription for an initial 30-day supply and take it to your local participating retail pharmacy.)
- 2. Complete a mail order form (contained in your Welcome Kit or found online after registering at www.caremark.com). Or call CVS Customer Care toll free at (877) 876-7214 to request the form.
- **3.** Put your prescription, payment and completed order form into the return envelope (provided with the order form) and mail it to CVS Caremark.

Please allow 7-10 business days for delivery from the time your order is mailed. A pharmacist is available 24 hours a day to answer your questions about your medication.

If the CVS Caremark Mail Service Pharmacy is unable to fill a prescription because of a shortage of the medication, CVS Caremark will notify you of the delay in filling the prescription. You may then fill the prescription at a retail pharmacy, but the retail pharmacy copayment will apply.

#### **CVS Caremark Specialty Pharmacy**

CVS Caremark Specialty Pharmacy is a full-service specialty pharmacy that provides personalized care to each patient. You are allowed two fills of a specialty drug at any participating retail pharmacy. After these two fills, a specialty drug must be filled only at the CVS Caremark Specialty Pharmacy.

Specialty medications may be filled only at a maximum of a 30-day supply. They are subject to a clinical review by CVS Caremark's Specialty Guideline Management program to ensure the medications are being prescribed appropriately.

CVS Caremark Specialty Pharmacy offers a complete range of services and specialty drugs. Your specialty drugs are quickly delivered to any approved location, at no additional charge. You have toll-free access to expert clinical staff who are available to answer all of your specialty drug questions. CVS Caremark Specialty Pharmacy will provide you with ongoing refill reminders before you run out of your medications.

To begin receiving your specialty drugs through CVS Caremark Specialty Pharmacy, call Caremark Connect toll free at (800) 237-2767.

#### **CVS Caremark Specialty Pharmacy Services**

- Patient Counseling Convenient access to pharmacists and nurses who are specialty medication experts
- **Patient Education** Educational materials
- Convenient Delivery Coordinated delivery to your home, your doctor's office, a CVS/pharmacy or other approved location
- Refill Reminders Ongoing refill reminders from CVS Caremark Specialty Pharmacy
- Language Assistance Language interpreting services are provided for non-English speaking patients

CVS Caremark Specialty Pharmacy serves a wide range of patient populations, including those with hemophilia, hepatitis, cancer, multiple sclerosis and rheumatoid arthritis.

#### **Claim Forms**

Retail purchases out of the country, or purchases at a participating retail pharmacy without the use of your CVS Caremark Prescription Card, are covered as follows:

**Table 16. Claims Reimbursement** 

Type of Claim	Reimbursement
Claims for prescriptions for plan members who reside in a nursing home or live or travel outside the U.S. or Puerto Rico. <sup>1</sup>	Claims will be reimbursed at the full cost submitted, less the applicable copayment.
Claims for purchases at a participating (in-network) pharmacy without a CVS Caremark Prescription ID Card.	Claims incurred within 30 days of the member's eligibility effective date will be covered at full cost, less the applicable copayment.
	-or-
	Claims incurred more than 30 days after the member's eligibility effective date will be reimbursed at a discounted cost, less the applicable copayment.
Claim forms are available to registered users on www.caremark.com or by calling (877) 876-7214.	

#### **Other Plan Provisions**

#### **Brand-Name Drugs with Exact Generic Equivalents**

The plan encourages the use of generic drugs. There are many brand-name drugs, such as Lipitor, Ambien and Fosamax, for which exact generic equivalents are available. If you fill a prescription for a brand-name medication for which there is an exact generic equivalent, the standard brand copayment will not apply. Instead, you will be responsible for the full difference in price between the brand-name drug and the generic drug, plus the generic copayment. Exceptions to this provision may apply to certain brand-name contraceptives; contact CVS Caremark for additional information.

#### **Prescription Drugs with OTC Equivalents or Alternatives**

Some prescription drugs have OTC equivalent products available. These OTC products have strengths, active chemical ingredients, routes of administration and dosage forms identical to the prescription drug products. Your plan does not provide benefits for prescription drugs with OTC equivalents.

Some prescription drugs also have OTC product alternatives available. These OTC products, though not identical, are very similar to the prescription drugs. For example, OTC alternatives to Clarinex, a prescription drug, are the OTC products Allegra, Claritin and Zyrtec. Your plan does not provide benefits for prescription drugs when OTC alternatives are available.

<sup>1</sup> Claims for medications filled outside the United States and Puerto Rico are covered only if the medications have U.S. equivalents.

#### **Prior Authorization**

Some drugs in your plan require prior authorization. If a drug that you take requires prior authorization, your physician will need to contact CVS Caremark to see if the prescription meets the plan's conditions for coverage. If you are prescribed a drug that requires prior authorization, your physician should call CVS Caremark Prior Authorization at (800) 626-3046.

Table 17. Current examples of drugs requiring Prior Authorization<sup>1</sup>

Abstral	Fabrazyme	Nuvigil	Somavert
Actemra	Fentora	Olysio	Sovaldi
Acthar HP	Forteo	Omontys	Sporanox
Actimmune	Gel-One	Onglyza	Stelara
Actiq	Gilenya	Onmel	Subsys
Adagen	Granix	Onsolis	Supartz
Adcirca	Growth Hormone	Opsumit	Synagis
Adempas	Agents	Orencia	Synvisc
Amevive	Hemophilia Agents	Orthovisc	Tazorac
Ampyra	Hizentra	Oseni	Tecfidera
Anabolic Steroids	Humira	Otrexup	Testosterone Products
such as Anadrol	Hyalgan	Pegasys	such as Androderm,
and Oxandrin	Immune Globulin	Peg-Intron	Androgel and Testim
Aralast	Products	Penlac	Thyrogen
Aranesp	Incivek	Pradaxa	Tobi
Aubagio	Kalydeco	Privigen	Tracleer
Avonex	Kazano	Procrit	Tysabri
Benlysta	Kineret	Prolastin-C	Tyvaso
Betaseron	Kombiglyze XR	Prolia	Ventavis
Bethkis	Kynamro	Promacta	Victrelis
Botox	Lamisil	Provigil	Vivitrol
Cayston	Lazanda	Pulmozyme	Weight Loss Drugs
Cerezyme	Letairis	Rebif	Xeljanz
Cimzia	Lucentis	Reclast	Xenazine
Copaxone	Lupron Depot	Regranex	Xeomin
Dysport	Makena	Remicade	Xiaflex
Enbrel	Myobloc	Revatio	Xolair
Epogen	Nesina	Ribavirin	Xyrem
Euflexxa	Neulasta	Sandostatin	Zemaira
Exjade	Neupogen	Sensipar	
Extavia	Nplate	Simponi	
Fabior	Nutritional Supplements	Somatuline	

For members over the age of 35: Retin-A, Retin-A Micro, Avita, Tretin-X, Atralin gel, topical tretinoin, Veltin, Ziana

<sup>1</sup> This list is subject to change during the year. Call CVS Caremark toll free at (877) 876-7214 to check if your drugs are included in the program.

#### **Quantity Dispensing Limits**

To promote member safety and appropriate and cost-effective use of medications, your prescription plan includes a drug quantity management program. This means that for certain prescription drugs, there are limits on the quantity of the drug that you may receive at one time.

Quantity per dispensing limits are based on the following:

- FDA-approved product labeling
- Common usage for episodic or intermittent treatment
- Nationally accepted clinical practice guidelines
- Peer-reviewed medical literature
- As otherwise determined by the plan

Examples of drugs with quantity limits currently include Flonase, Imitrex, Levitra, and Viagra.<sup>1</sup>

#### **Step Therapy**

In some cases, your plan requires the use of less expensive first-line prescription drugs before the plan will pay for more expensive second-line prescription drugs. First-line prescription drugs are safe and effective medications used for the treatment of medical conditions or diseases. Your prior claims history, if you are a continuing member of the plan, will show whether first-line prescription drugs have been purchased within a specified time frame (in most cases, within the previous 180 days), allowing the second-line medication to be approved without delay.

If you have not had a medication filled within the specified time frame while a member of this plan, a first-line prescription drug must be used and the Step Therapy requirements will apply to your prescription.

In certain situations, a member may be granted an authorization for a second-line prescription drug without the prior use of a first-line prescription drug if specific medical criteria have been met.

Unless you meet certain medical criteria or have a prior history of use of the first-line prescription drug, your pharmacist will receive a message that the prescription will not be covered. The message will list alternative, first-line drugs that could be used. You or your pharmacist will then need to contact your physician to have your prescription changed, or you will have to pay the full cost of the prescription. If you are using mail service, CVS Caremark will notify you of a delay in filling your prescription and will contact your physician about switching to a first-line prescription drug. If your physician does not respond within two business days, CVS Caremark will not fill your prescription and will return it to you.

The chart on page 106 shows current examples of prescription drugs that require Step Therapy.

<sup>1</sup> This list is subject to change during the year. Call CVS Caremark toll free at (877) 876-7214 to check if your drugs are included in this program.

Table 18. Current examples of prescription drugs requiring Step Therapy<sup>1</sup>

Condition	Drug	
Allergies & Asthma	Beconase AQ, Dymista, Nasonex, Omnaris, Qnasl, Rhinocort Aqua, Veramyst, Zetonna	
Antidepressants	Brintellix, Fetzima, Khedezla, Pexeva, Pristiq, Viibryd	
Anti-infectives	Solodyn	
Autoimmune (inflammatory bowel disease, psoriasis, rheumatoid arthritis)	Actemra, Cimzia, Kineret, Orencia/SQ, Remicade, Simponi, Simponi Aria, Stelara, Xeljanz	
Benign Prostatic Hypertrophy (BPH)	Avodart, Jalyn	
Gout	Uloric	
Growth Hormones	Genotropin, Nutropin, Omnitrope, Saizen, Tev-Tropin	
High Blood Pressure	Amturnide, Diovan, Edarbi, Edarbyclor, Exforge/HCT, Tekalmo, Tekturna/HCT, Tribenzor	
High Cholesterol	Advicor, Altoprev, LescolXL, Liptruzet, Livalo, Simcor, Vytorin, Zetia	
Incontinence	Enablex, Gelnique, Myrbetriq, Oxytrol, Toviaz, VESIcare	
Insomnia	Edluar, Intermezzo, Lunesta, Rozerem, Silenor, Zolpimist	
Multiple Sclerosis	Aubagio, Betaseron, Rebif, Tysabri	
Neuropathy	Lyrica	
Osteoporosis	Actonel, Actonel Plus Calcium, Atelvia, Binosto, Fosamax Plus D, Fosamax Solution, Skelid	
Pain/Arthritis	Cambia, Celebrex, Duexis, Flector, Nalfon, Naprelan CR, Pennsaid, Vimovo, Voltaren gel, Zipsor, Zorvolex	
Topical Dermatitis	Elidel, Protopic	
Topical Steroids	Brand topical steroid products such as Apexicon-E, Clobex, Locoid, Vanos	

#### **Drug Utilization Review Program**

Each prescription drug purchased through this plan is subject to utilization review. This process evaluates the prescribed drug to determine if any of the following conditions exist:

- Adverse drug-to-drug interaction with another drug purchased through the plan;
- Duplicate prescriptions;
- Inappropriate dosage and quantity; or
- Too early refill of a prescription.

If any of the above conditions exist, medical necessity must be determined before the prescription drug can be filled.

<sup>1</sup> This list is subject to change during the year. Call CVS Caremark toll free at (877) 876-7214 to check if your drugs are included in the program.

#### **Exclusions**

Benefits exclude:1

- Nexium and Aciphex
- Smoking cessation programs or medications
- Dental preparations
- Over-the-counter drugs, vitamins or minerals (with the exception of diabetic supplies and OTC versions of omeprazole, Prevacid, Prilosec or Zegerid)
- Non-sedating antihistamines
- Homeopathic drugs
- Prescription products for cosmetic purposes such as photo-aged skin products and skin depigmentation products
- Medications in unit dose packaging
- Impotence medications for members under the age of 18
- Allergens
- Hair growth agents
- Special medical formulas or food products, except as required by state law

#### **Definitions**

**Brand-Name Drug** – The brand name is the trade name under which the product is advertised and sold, and during a period of patent protection it can only be produced by one manufacturer. Once a patent expires, other companies may manufacture a generic equivalent, providing they follow stringent FDA regulations for safety.

**Copayment** – A copayment is the amount that members pay for covered prescriptions. If the plan's contracted cost for a medication is less than the applicable copayment, the member pays only the lesser amount.

**Diabetic Supplies** – Diabetic supplies include needles, syringes, test strips, lancets and blood glucose monitors.

**FDA** – The U.S. Food and Drug Administration.

**Formulary** – A formulary is a list of recommended prescription medications that is created, reviewed and continually updated by a team of physicians and pharmacists. The CVS Caremark formulary contains a wide range of generic and preferred brand-name products that have been approved by the FDA. The formulary applies to medications that are dispensed in either the retail pharmacy or mail service settings. The formulary is developed and maintained by CVS Caremark. Formulary designations may change as new clinical information becomes available.

Generic Drugs – Generic versions of brand medications contain the same active ingredients as their brand counterparts, thus offering the same clinical value. The FDA requires generic drugs to be just as strong, pure and stable as brand-name drugs. They must also be of the same quality and manufactured to the same rigorous standards. These requirements assure that generic drugs are as safe and effective as brand-name drugs.

<sup>1</sup> This list is subject to change during the year.

**Maintenance Drug** – A maintenance drug is a medication taken on a regular basis for conditions such as asthma, diabetes, high blood pressure or high cholesterol.

**Non-Preferred Brand-Name Drug** – A non-preferred brand-name drug, or non-formulary drug, is a medication that has been reviewed by CVS Caremark, which determined that an alternative drug that is clinically equivalent and more cost effective may be available.

Over-the-Counter (OTC) Drugs – Over-the-counter drugs are medications that do not require a prescription. Your plan does not provide benefits for OTC drugs, with the exception of omeprazole OTC, Prevacid OTC, Prilosec OTC and Zegerid OTC (which are covered if dispensed with a written prescription).

**Participating Pharmacy** – A participating pharmacy is a pharmacy in the CVS Caremark nationwide network. All major pharmacy chains and most independently-owned pharmacies participate.

**Preferred Brand-Name Drug** – A preferred brand-name drug, also known as a formulary drug, is a medication that has been reviewed and approved by a group of physicians and pharmacists, and has been selected by CVS Caremark for formulary inclusion based on its proven clinical and cost effectiveness

**Prescription Drug** – A prescription drug means any and all drugs which, under federal law, are required, prior to being dispensed or delivered, to be labeled with the statement "Caution: Federal Law prohibits dispensing without prescription" or a drug which is required by any applicable federal or state law or regulation to be dispensed pursuant only to a prescription drug order.

**Prior Authorization** – Prior authorization means determination of medical necessity. It is required before prescriptions for certain drugs will be paid for by the plan.

**Special Medical Formulas or Food Products** – Special medical formulas or food products means non-prescription enteral formulas for home use for which a physician has issued a written order and which are medically necessary for the treatment of malabsorption caused by Crohn's disease, ulcerative colitis, gastroesophageal reflux, gastrointestinal motility, chronic intestinal pseudo-obstruction, and inherited diseases of amino acids and organic acids. These products may require prior authorization to determine medical necessity.

For inherited diseases of amino acids and organic acids, food products modified to be low protein are covered up to \$5,000 per calendar year per member.

To access the benefit for special medical formulas or food products, call the Group Insurance Commission at (617) 727-2310, extension 1.

**Specialty Drugs** – Specialty drugs are usually injectable and non-injectable biotech or biological drugs with one or more of several key characteristics, including:

- Requirement for frequent dosing adjustments and intensive clinical monitoring
- Need for intensive patient training and compliance for effective treatment
- Limited or exclusive product distribution
- Specialized product handling and/or administration requirements

**Step Therapy** – Step Therapy is a program which requires the use of less expensive first-line prescription drugs before the plan will pay for more expensive second-line prescription drugs.

## **Other Plan Information**

### **Claims Inquiry**

If you believe a claim was incorrectly denied or you have questions about a prescription, call CVS Caremark Customer Care toll free at (877) 876-7214. TDD: (800) 238-0756.

### **Health and Prescription Information**

Health and prescription information about members is used by CVS Caremark to administer benefits. As part of the administration, CVS Caremark may report health and prescription information to the administrator or sponsor of the benefit plan. CVS Caremark also uses that information and prescription data gathered from claims nationwide for reporting and analysis without identifying individual members.

## PART 5

# FOR ALL PLAN MEMBERS

This is the Certificate of Insurance for Elderly Governmental Retirees and Retired Municipal Teachers. Coverage is provided under Group Policy Number GI 131192, under which UniCare Life & Health Insurance Company is the insurer and the Group Insurance Commission of the Commonwealth of Massachusetts is the plan sponsor.

# **Description of Covered Services**

## All Plan Members

The following pages contain descriptions of various covered services under the UniCare State Indemnity Plan. See the "Benefit Highlights" section that applies to you for benefit percentages and limits, copays, coinsurance amounts, deductibles, out-of-pocket limit exclusions, and durations of benefits that apply to these covered services.

For copay and deductible amounts, see the "Understanding Costs" section that applies to you.

The "Benefit Highlights" section that applies to you also show you the difference in the level of benefits for Plan coverage with CIC (comprehensive insurance coverage) and without CIC. For information on the Plan's medical review requirements and to find out when prior authorization is needed, see the "Managed Care Program" section that applies to you.

## **Table 1** Inpatient Hospital Services

Charges for the following services qualify as covered hospital charges if the services are for a hospital stay.

- 1. Room and board provided to the patient
- 2. Anesthesia, radiology and pathology services
- 3. Hospital pre-admission testing if you or your covered dependents is scheduled to enter the same hospital where the tests are performed within seven days of the testing. If the hospital stay is cancelled or postponed after the tests are performed, the charges will still be covered as long as the physician presents a satisfactory medical explanation.
- **4.** Medically necessary services and supplies charged by the hospital, except for special nursing or physician services
- **5.** Physical, occupational and speech therapy
- **6.** Diagnostic and therapeutic services

To get the highest benefit, you must notify UniCare when you have these services. The "Managed Care Program" section explains this requirement and lists the services that you must notify UniCare about.

## **Services at Other Inpatient Facilities**

Other inpatient facilities include:

- Sub-Acute Care Hospitals/Facilities
- Transitional Care Hospitals/Facilities
- Long-Term Care Hospitals/Facilities
- Chronic Disease Hospitals/Facilities
- Skilled Nursing Facilities

Covered charges for these facilities include the following services:

- 1. Room and board
- 2. Routine nursing care, but not including the services of a private duty nurse or other private duty attendant
- **3.** Physical, occupational and speech therapy provided by the facility or by others under arrangements with the facility
- **4.** Such drugs, biologicals, medical supplies, appliances, and equipment as are ordinarily provided by the facility for the care and treatment of its patients
- 5. Medical social services
- **6.** Diagnostic and therapeutic services furnished to patients of the facility by a hospital or any other health care provider
- 7. Other medically necessary services as are generally provided by such treatment facilities

#### **Coverage in Other Inpatient Facilities**

To qualify for coverage in Other Inpatient Facilities, the purpose of the care in these facilities must be the reasonable improvement in the patient's condition. A physician must certify that the patient needs and receives, at a minimum, skilled nursing or skilled rehabilitation services on a daily or intermittent basis. Continuing care for a patient who has not demonstrated reasonable clinical improvement is not covered.

## **Emergency Treatment for an Accident or Sudden/Serious Illness**

An emergency is an illness or medical condition, whether physical or mental, that manifests itself by symptoms of sufficient severity, including severe pain, that the absence of immediate medical attention could reasonably be expected by a prudent lay person, who possesses an average knowledge of health and medicine, to result in serious jeopardy to physical and/or mental health, serious impairment to bodily functions, serious dysfunction of any bodily organ or part, or, in the case of pregnancy, a threat to the safety of a member or her unborn child.

Massachusetts provides a 911 emergency response system throughout the state. The Plan will cover medical and transportation expenses incurred as a result of the emergency medical condition in accordance with the terms of the Plan. If you are faced with an emergency, call 911. In other states, check with your local telephone company about emergency access numbers. Keep emergency numbers and the telephone numbers of your physicians in an easily accessible location.

Emergency services have the same level of coverage whether you have CIC or not.

## **Surgical Services**

The payment to a surgical provider for operative services includes the usual pre-operative, intra-operative and post-operative care.

Charges for the following services qualify as covered surgical charges:

- 1. Medically necessary surgical procedures when performed on an inpatient or outpatient basis (hospital, physician's office or ambulatory surgery center)
- 2. Services of an assistant surgeon when:
  - a) Medically necessary
  - b) The assistant surgeon is trained in a surgical specialty related to the procedure and is not a fellow, resident or intern in training, and
  - c) The assistant surgeon serves as the first assistant surgeon (second or third assistants are not covered)
- **3.** Reconstructive breast surgery:
  - a) All stages of breast reconstruction following a mastectomy
  - b) Reconstruction of the other breast to produce a symmetrical appearance after mastectomy
  - c) Coverage for prostheses and treatment of physical complications of all stages of mastectomy, including lymphedemas

Benefits for reconstructive breast surgery will be payable on the same basis as any other illness or injury under the Plan, including the application of appropriate copays, deductibles and coinsurance amounts. Several states have enacted similar laws requiring coverage for treatment related to mastectomy. If the law of your state is more generous than the federal law, your benefits will be paid in accordance with your state's law.

- **4.** All other reconstructive and restorative surgery, but limited to the following:
  - a) Reconstruction of defects resulting from surgical removal of an organ or body part for the treatment of cancer. Such restoration must be within five years of the removal surgery
  - b) Correction of a congenital birth defect that causes functional impairment for a minor dependent child

To get the highest benefit, you must notify UniCare when you have these services. The "Managed Care Program" section explains this requirement and lists the services that you must notify UniCare about.

### **Medical Services**

Charges for the following services qualify as covered medical charges, but only if they do not qualify as covered hospital or surgical charges:

- 1. Ambulance/Air Ambulance Covered only in the event of an emergency and when medically necessary. Benefits are payable only for transportation to the nearest facility equipped to treat the condition. Transportation to or from medical appointments, including dialysis, is not covered.
- 2. Anesthesia and its administration
- 3. Audiology Services Expenses for the diagnosis of speech, hearing and language disorders are covered when provided by a licensed audiologist when the services are provided in a hospital, clinic or private office. Services provided in a school-based setting are not covered. The Plan does not cover services that a school system is obligated to provide under Chapter 766 in Massachusetts or under similar laws in other states.
- **4. Autism Spectrum Disorders** Benefits are payable for charges incurred by a covered person for medically necessary diagnosis and treatment of autism spectrum disorders the same as those for any other physical condition. (See the "Mental Health, Substance Abuse and Enrollee Assistance Programs" section for coverage details.)
- **5. Braces** Replacement of such equipment is also covered when required due to pathological change or normal growth. Also see "Orthotics."
- **6.** Cardiac Rehabilitation Treatment Provided by a cardiac rehabilitation program (see the definition on page 134).
- 7. Certified Nurse Midwife Services Provided in the home or in a hospital.
- **8.** Circumcision When provided for newborns up to 30 days from birth.
- **9. Crutches** Replacement of such equipment is also covered when required due to pathological change or normal growth.
- **10. Diabetes** Benefits will be paid for charges incurred by a covered person for medically necessary equipment, supplies and medications for the treatment of diabetes. Coverage will include outpatient self-management training and patient management, as well as nutritional therapy. Coverage will apply to services and supplies prescribed by a doctor for insulin dependent, insulin
  - Coverage will apply to services and supplies prescribed by a doctor for insulin dependent, insulin using, gestational and non-insulin using diabetes. The Plan will provide benefits for these services and supplies when prescribed by a physician under the medical component of the Plan or under the prescription drug plan as indicated below.

Diabetic drugs, insulin and the following diabetic supplies are covered under the prescription drug component of the Plan:

- a) Blood glucose monitors
- b) Test strips for glucose monitors
- c) Insulin
- d) Syringes and all injection aids
- e) Lancets and lancet devices
- f) Prescribed oral agents
- g) Glucose agents and glucagon kits
- h) Urine test strips

#### The following diabetic supplies are covered under the medical component of the Plan:

- a) Blood glucose monitors, including voice synthesizers for blood glucose monitors for use by legally blind persons
- b) Test strips for glucose monitors
- c) Laboratory tests, including glycosylated hemoglobin (HbA1c) tests, urinary protein/microalbumin and lipid profiles
- d) Insulin pumps and all related supplies
- e) Insulin infusion devices
- f) Syringes and all injection aids
- g) Lancets and lancet devices
- h) Urine test strips
- i) Insulin measurement and administration aids for the visually impaired
- i) Podiatric appliances for the prevention of complications associated with diabetes

#### **Diabetes Self-Management Training**

Diabetes self-management training and patient management, including medical nutritional therapy, may be conducted individually or in a group, but must be provided by:

- An education program recognized by the American Diabetes Association, or
- A health care professional who is a diabetes educator certified by the National Certification Board for Diabetes Educators

Coverage will include all educational materials for such program. Benefits will be provided as follows:

- a) Upon the initial diagnosis of diabetes
- b) When a significant change occurs in symptoms or conditions, requiring changes in self-management
- c) When refresher patient management is necessary, or
- d) When new medications or treatments are prescribed

As used in this provision, "patient management" means educational and training services furnished to a covered person with diabetes in an outpatient setting by a person or entity with experience in the treatment of diabetes. This will be in consultation with the physician who is managing the patient's condition. The physician must certify that the services are part of a comprehensive plan of care related to the patient's condition. In addition, the services must be needed to ensure therapy or compliance or to provide the patient with the necessary skills and knowledge involved in the successful management of the patient's condition.

11. Early Intervention Services for Children – Coverage of medically necessary early intervention services for children from birth until they turn three years old includes occupational therapy, physical therapy, speech therapy, nursing care, psychological counseling, and services provided by early intervention specialists or by licensed or certified health care providers working with an early intervention services program approved by the Department of Public Health.

- 12. Family Planning and Hormone Replacement Services Office visits and procedures for the purpose of contraception and services related to hormone replacement therapy for peri- and postmenopausal women. Office visits include evaluations, consultations and follow-up care. Procedures include fitting for a diaphragm or cervical cap; the insertion, re-insertion, or removal of an IUD or Levonorgestrel (Norplant); and the injection of progesterone (Depo-Provera). FDA-approved contraceptive drugs and devices, as well as hormone replacement drugs and devices, are available through the prescription drug plan.
- **13. Fitness Club Reimbursement** You can get reimbursed for up to \$100 per family on your membership at a fitness club (see page 131). The reimbursement is paid once per year as a lump sum to the plan enrollee, upon proof of membership and payment. Use the form in Appendix C to submit a request for the fitness reimbursement.
- **14. Formulas, Special** Special medical formulas, which are available through the prescription drug plan, are covered in accordance with state law. The formula must be prescribed by a physician as defined in "Plan Definitions." The formula must be prescribed to treat one of the following:
  - a) The phenylketonuria of (1) the child or (2) the covered person's unborn fetus
  - b) The tyrosinemia of the child
  - c) The homocystinuria of the child
  - d) The maple syrup urine disease of the child
  - e) The propionic acidemia or the methylmalonic acidemia of the child

Prescription and non-prescription enteral formulas are covered only when ordered by a physician for the medically necessary treatment of malabsorption disorders caused by Crohn's disease, ulcerative colitis, gastroesophageal reflux, gastrointestinal motility, chronic intestinal pseudo-obstruction, and inherited diseases of amino acids and organic acids.

The medical plan provides coverage for inherited diseases of amino acids and organic acids; this coverage includes low-protein food products. For Medicare members, low-protein food products are covered up to \$2,500 per year per member. There is no limit for non-Medicare members.

Coverage for a newly added child's injury or illness includes the needed care and treatment of (a) a congenital defect, (b) a birth defect or (c) prematurity.

- **15. Gynecological Visits** Annual gynecological examination, including Pap smear.
- **16. Hearing Aids** When prescribed by a physician. For the benefit limits, see the "Benefit Highlights" section that applies to you.
- 17. Hearing Screenings for newborns.

18. Emeter Health Care – Skilled services provided under a plan of care prescribed by a physician and delivered by a visiting nurse association (see definition on page 143) or a Medicare-certified home health care agency (see definition on page 136).

The following services are only covered if the covered individual is receiving approved part-time, intermittent skilled care furnished or supervised by a registered nurse or licensed physical therapist:

- a) Part-time, intermittent home health aide services consisting of personal care of the patient and assistance with activities of daily living
- b) Physical, occupational, speech and respiratory therapy by the appropriate licensed or certified therapist
- c) Nutritional consultation by a registered dietitian
- d) Medical social services provided by a licensed medical social worker
- e) Durable medical equipment (DME) and supplies provided as a medically necessary component of a physician-approved home health services plan

However, the following charges do not qualify as covered home health care charges:

- a) Charges for custodial care or homemaking services
- b) Services provided by you, a member of your family or any person who resides in your home. Your family consists of you, your spouse and your children, as well as brothers, sisters and parents of both you and your spouse.
- 19. Infertility Treatment Non-experimental infertility procedures including, but not limited to:
  - Artificial Insemination (AI) also known as Intrauterine Insemination (IUI)
  - In Vitro Fertilization and Embryo Placement (IVF-EP)
  - Gamete Intrafallopian Transfer (GIFT)
  - Zygote Intrafallopian Transfer (ZIFT)
  - Natural Ovulation Intravaginal Fertilization (NORIF)
  - Cryopreservation of eggs as a component of covered infertility treatment (costs associated with banking and/or storing inseminated eggs are reimbursable only upon the use of such eggs for covered fertility treatment)
  - Sperm, egg and/or inseminated egg procurement and processing, and banking of sperm or inseminated eggs, to the extent such costs are not covered by the donor's insurer, if any
  - Donor sperm or egg procurement and processing, to the extent such costs are not covered by the donor's insurer, if any
  - Intracytoplasmic Sperm Injection (ICSI) for the treatment of male factor infertility

The following are not considered covered services:

- Experimental infertility procedures
- Surrogacy
- Reversal of voluntary sterilization
- Procedures for infertility not meeting the Plan's definition (see page 137)

Facility fees will be considered as covered services by the Plan only from a licensed hospital or a licensed ambulatory surgery center.

To get the highest benefit, you must notify UniCare when you have these services. The "Managed Care Program" section explains this requirement and lists the services that you must notify UniCare about.

- **20.** Laboratory Tests Must be ordered by a physician.
- 21. Manipulative Therapy Chiropractic or osteopathic manipulation used to treat neuromuscular and/or musculoskeletal conditions on a short-term basis when the potential for functional gains exists.
- **22. Nurse Practitioner Services** Medically necessary services provided in a hospital, clinic, professional office, home care setting, long-term care setting or any other setting when services are provided by a nurse practitioner who is practicing within the scope of his/her license.
- 23. Soccupational Therapy By a registered occupational therapist when ordered by a physician.
- **24.** Orthotics Covered when they meet the following criteria:
  - Ordered by a physician
  - Custom fabricated (molded and fitted) to the patient's body
- 25. Oxygen and its administration
- **26.** Physical Therapy Physical therapy used to treat neuromuscular and/or musculoskeletal conditions on a short-term basis when the potential for functional gain exists. The Plan only covers one-on-one therapies rendered by a registered physical therapist or certified physical therapy assistant (under the direction of a physical therapist) and when ordered by a physician.
- **27. Physician Assistant Services** Medically necessary services provided in a hospital, clinic, professional office, home care setting, long-term care setting or any other setting when services are provided by a physician assistant who is practicing within the scope of his/her license.
- 28. Physician Services Medically necessary services provided by a licensed physician acting within the scope of that license providing such services in the home, hospital, physician's office, or other medical facility. Physicians include any of the following providers acting within the scope of their licenses or certifications: physicians, certified nurse midwives, chiropractors, dentists, nurse practitioners, physician assistants, optometrists and podiatrists.
  - Charges by physicians for their availability in case their services may be needed are not covered services. The Plan only pays physicians for the actual delivery of medically necessary services. Any charges for telephone and email consultations are not covered.
- **29. Preventive Care** The Plan covers preventive or routine level office visits or physical examinations and other related preventive services including those recommended by the U.S. Preventive Services Task Force. See Appendix G for the complete preventive care schedule.
- 30. Private Duty Nursing Services Highly skilled nursing services needed continuously during a block of time (greater than two hours) provided by a registered nurse while you are confined to your home. If you have CIC coverage, you can also use an LPN (licensed practical nurse) under some circumstances; see the "Benefit Highlights" section that applies to you. Private duty nursing services must:
  - a) Be medically necessary
  - b) Provide skilled nursing services
  - c) Be exclusive of all other home health care services, and
  - d) Not duplicate services that a hospital or facility is licensed to provide

To get the highest benefit, you must notify UniCare when you have these services. The "Managed Care Program" section explains this requirement and lists the services that you must notify UniCare about.

- **31. Prostheses** Replacement of such equipment is also covered when required due to pathological change or normal growth.
- **32.** Radiation Therapy Includes radioactive isotope therapy and intensity modulated radiation therapy (IMRT).
- **33. Retail Medical Clinics** Charges for medically necessary services for episodic, urgent care such as treatment for an earache or sinus infection at licensed retail medical clinics located at certain pharmacies. Flu vaccines may also be administered at these clinics.
- **34. Routine Eye Examinations** (including refraction and glaucoma testing) Covered once every 24 months.
- **35.** Routine Foot Care Charges for medically necessary routine foot care are covered if accompanied by medical evidence documenting:
  - In the case of an ambulatory patient, an underlying condition causing vascular compromise, such as diabetes, or
  - In the case of a non-ambulatory patient, a condition that is likely to result in significant medical complications in the absence of such treatment.
- **36. Speech-Language Pathology Services** Expenses for the diagnosis and treatment of speech, hearing and language disorders are covered when provided by a licensed speech-language pathologist or audiologist when the services are provided in a hospital, clinic or private office. Services provided in a school-based setting are not covered.

Covered speech-language pathology services include the following:

- The examination and remedial services for speech defects caused by physical disorders
- Physiotherapy in speech rehabilitation following laryngectomy

The Plan does not cover the following:

- Services that a school system must provide under Chapter 766 in Massachusetts or under a similar law in other states
- Language therapy for learning disabilities such as dyslexia
- Cognitive therapy or rehabilitation
- Voice therapy
- **37. Tobacco cessation counseling** Counseling for tobacco dependence/smoking cessation is covered up to a limit of 300 minutes per calendar year, reimbursed at the Plan's allowed amount.
  - Counseling can occur in a face-to-face setting or over the telephone, either individually or in a group
  - Counseling may be provided by physicians, nurse practitioners, physician assistants, nurse-midwives, registered nurses and tobacco cessation counselors
  - Nicotine replacement products are available through the prescription drug plan
  - For information about additional counseling at no cost, call Customer Service

To submit tobacco cessation counseling for coverage, use the form in Appendix C.

To get the highest benefit, you must notify UniCare when you have these services. The "Managed Care Program" section explains this requirement and lists the services that you must notify UniCare about.

- **38.** Wigs are covered only for the replacement of hair loss as a result of treatment of any form of cancer or leukemia. For Medicare members, the benefit is limited to \$350 per calendar year.
- **39. X-rays** and other radiological exams.

## **Transplants**

Benefits are payable, subject to deductibles, coinsurance, copays and limitations, for necessary medical and surgical expenses incurred for the transplanting of a human organ. To receive the highest benefit, see "Quality Centers and Designated Hospitals for Transplants" on pages 41 (for non-Medicare members) or 88 (for Medicare members).

### **Bone Marrow Transplant for Members Diagnosed with Breast Cancer**

The Plan provides coverage for a bone marrow transplant or transplants for members who have been diagnosed with breast cancer that has progressed to metastatic disease, provided the member meets the criteria established by the Department of Public Health.

### **Human Organ Donor Services**

Benefits are payable, subject to benefit limits, copays, deductibles and limitations, for necessary expenses incurred for delivery of a human organ (any part of the human body, excluding blood and blood plasma) and medical expenses incurred by a person in direct connection with the donation of a human organ.

Benefits are payable for any person who donates a human organ to a person covered under the Plan, regardless of whether the donor is a member of the Plan.

The Plan also covers expenses for human leukocyte antigen testing or histocompatibility locus antigen testing necessary to establish the suitability of a bone marrow transplant donor. Such expenses consist of testing for A, B or DR antigens, or any combination thereof, consistent with the guidelines, criteria, rules and regulations established by the Massachusetts Department of Public Health.

To get the highest benefit, you must notify UniCare when you have these services. The "Managed Care Program" section explains this requirement and lists the services that you must notify UniCare about.

## **Hospice Care Services**

Upon certification or re-certification by a physician that the covered individual is terminally ill, benefits are payable for charges incurred for the covered hospice care services when the member is enrolled in a Medicare-certified hospice program. The services must be furnished under a written plan of hospice care, established by a hospice and periodically reviewed by the medical director and interdisciplinary team of the hospice.

A person is eligible for hospice care services when given a medical prognosis of twelve months or less to live. For Medicare members, Medicare guidelines authorize hospice services for a prognosis of six months or less, which is then re-certified after six months. Concurrent chemotherapy and radiation therapy, if palliative, are permitted.

### **List of Covered Hospice Care Services**

The Plan covers the following hospice care services:

- 1. Part-time, intermittent nursing care provided by or supervised by a registered nurse
- 2. Physical, respiratory, occupational and speech therapy by an appropriately licensed or certified therapist
- 3. Medical social services
- 4. Part-time, intermittent services of a home health aide under the direction of a registered nurse
- 5. Necessary medical supplies and medical appliances
- **6.** Drugs and medications prescribed by a physician and charged by the hospice
- **7.** Laboratory services
- 8. Physicians' services
- **9.** Transportation needed to safely transport the terminally ill person to the place where that person is to receive a covered hospice care service
- **10.** Psychological, social and spiritual counseling for the member furnished by a:
  - a) Physician
  - b) Psychologist
  - c) Member of the clergy
  - d) Registered nurse, or
  - e) Social worker
- 11. Dietary counseling furnished by a registered dietitian
- **12.** Respite care
- 13. Bereavement counseling furnished to surviving members of a terminally ill person's immediate family or other persons specifically named by a terminally ill person. Bereavement counseling must be furnished within twelve months after the date of death and it must be furnished by a:
  - a) Physician
  - b) Psychologist
  - c) Member of the clergy
  - d) Registered nurse, or
  - e) Social worker

No hospice benefits are payable for services not included in this list, nor for any service furnished by a volunteer or for which no charge is customarily made.

## **Hospital-Based Personal Emergency Response Systems (PERS)**

Benefits are payable for the rental of a PERS if:

- 1. The service is provided by a hospital
- 2. The patient is homebound and at risk medically, and
- 3. The patient is alone at least four hours a day, five days a week, and is functionally impaired

No benefits are payable for the purchase of a PERS unit.

## **Tolerance** Durable Medical Equipment (DME)

To meet the Plan's definition of DME, the service or supply must be:

- 1. Provided by a DME supplier
- 2. Designed primarily for therapeutic purposes or to improve physical function
- **3.** Provided in connection with the treatment of disease, injury or pregnancy upon the recommendation and approval of a physician
- 4. Able to withstand repeated use, and
- 5. Ordered by a physician

Benefits are payable if the DME service or supply meets the Plan's definition of DME and is medically necessary, except as described in the "Excluded Services" section.

The Plan covers the rental of DME up to the purchase price. If the Plan determines that the purchase cost is less than the total expected rental charges, it may decide to purchase such equipment for your use. If you choose to continue to rent the equipment, the Plan will not cover rental charges that exceed the purchase price.

#### **Excluded Items**

No benefits are available for personal comfort items including, but not limited to, air conditioners, air purifiers, arch supports, bed pans, blood pressure monitors, commodes, corrective shoes, dehumidifiers, dentures, elevators, exercise equipment, heating pads, hot water bottles, humidifiers, shower chairs, whirlpools or spas. These items do not qualify as covered durable medical equipment.

**Important:** Using preferred vendors will maximize your benefits by reducing your member costs. For a list of preferred vendors, see Appendix H. Note that if an item isn't available from a preferred vendor and you get it elsewhere, it will be covered at 80%.

To get the highest benefit, you must notify UniCare when you have these services. The "Managed Care Program" section explains this requirement and lists the services that you must notify UniCare about.

## **Coverage for Clinical Trials for Cancer**

The Plan covers patient care items and services provided in a cancer clinical trial, as long as:

- The trial meets the definition of a "qualified clinical trial" as contained in Massachusetts General Laws Chapter 176G, section 4P.
- The service or item:
  - Is consistent with the usual and customary standard of care
  - Is consistent with the study protocol for the clinical trial, and
  - Would be covered if the member did not participate in the clinical trial

#### What Is Not Covered

- An investigational drug or device paid for by the manufacturer, distributor or provider of the drug or device
- Non-health care services that a member may be required to receive as a result of being enrolled in the clinical trial
- Costs associated with managing the research associated with the clinical trial
- Costs that would not be covered for non-investigational treatments
- Any item, service or cost that is reimbursed or otherwise furnished by the sponsor of the clinical trial
- The costs of services that are inconsistent with widely accepted and established national or regional standards of care
- The costs of services that are provided primarily to meet the needs of the trial, including, but not limited to, tests, measurements, and other services which are typically covered but that are being provided at a greater frequency, intensity or duration
- Services or costs that the Plan does not cover
- Any clinical research trial other than a qualified clinical trial for the treatment of cancer

# Treatment of Cleft Lip and Cleft Palate for Children Under 18

The treatment of cleft lip and cleft palate in children under 18 is covered if the treating physician or surgeon certifies that the services are medically necessary and are specifically for the treatment of the cleft lip or palate.

Benefits for this treatment include:

- Medical
- Dental (if not covered by a dental plan)
- Oral and facial surgery
- Surgical management and follow-up care by oral and plastic surgeons
- Orthodontic treatment and management (if not covered by a dental plan)
- Preventive and restorative dentistry to ensure good health and adequate dental structures for orthodontic treatment or prosthetic management therapy (if not covered by a dental plan)
- Speech therapy
- Audiology
- Nutrition services

Benefits exclude any dental and orthodontic treatment covered by the member's dental plan.

You must notify Medical Case Management at least seven days before treatment is to begin.

Important: To access these benefits, contact Medical Case Management at (800) 442-9300.

To get the highest benefit, you must notify UniCare when you have these services. The "Managed Care Program" section explains this requirement and lists the services that you must notify UniCare about.

# **Excluded Services**

The Plan does not provide benefits for the following services. Please note that charges that are excluded by the Plan don't count toward your member costs, your out-of-pocket maximums (non-Medicare members) or your out-of-pocket limit (Medicare members).

- 1. A service or supply furnished without the recommendation and approval of a physician (that is, without an order)
- 2. A service or supply reviewed under the Managed Care Program and determined by the Plan not to be medically necessary
- 3. A service or supply that is determined by the Plan to be experimental or investigational; that is, inadequate or lacking in evidence as to its effectiveness, through the use of objective methods and study over a long enough period of time to be able to assess outcomes. The fact that a physician ordered it, or that this treatment has been tried after others have failed, does not make it medically necessary.
- **4.** A service or supply that is not medically necessary for the care and treatment of an injury, disease or pregnancy, unless:
  - a) Furnished by a hospital for routine care of a newborn child during a hospital stay that begins with birth and while the child's mother is confined in the same hospital, or
  - b) Furnished by a hospital or physician for covered preventive care, as outlined in Appendix G, or
  - c) Such service or supply qualifies as a covered hospice care service (see page 122)
- **5.** A service or supply furnished for an occupational injury or disease for which a person is entitled to benefits under a Workers' Compensation Law or similar law
- **6.** A service or supply provided by you, a member of your family or by any person who resides in your home. Your family consists of you, your spouse and children, as well as brothers, sisters and parents of both you and your spouse.
- 7. A medical supply or service (such as a court-ordered test or an insurance physical) required by a third party that is not otherwise medically necessary. Examples of a third party are an employer, an insurance company, a school or a court.
- **8.** Acne-related services, such as the removal of acne cysts, injections to raise acne scars, cosmetic surgery, dermabrasion or other procedures to plane the skin. Benefits are provided for outpatient medical care to diagnose or treat the underlying condition identified as causing the acne.
- 9. Acupuncture and acupuncture-related services
- **10.** Anesthesia and other services required for the performance of a service that is not covered under the Plan. Non-covered services include those for which there is no Plan benefit and those that the Plan has determined to be not medically necessary.
- **11.** Arch supports

- 12. The amount by which a charge for blood is reduced by blood donations
- **13.** Blood pressure cuff (sphygmomanometer)
- 14. Transportation in chair cars/vans
- **15.** Any clinical research trial other than a qualified clinical trial for the treatment of cancer (see "Qualified Clinical Trials for Cancer" on page 140)
- **16.** Cognitive rehabilitation or therapy
- 17. Computer-assisted communications devices
- 18. Custodial care
- **19**. Dentures or dental prostheses
- 20. Services related to surgery undertaken as the result of denture wear or to prepare for the fitting of new dentures
- **21.** Driving evaluations
- 22. Drugs not used in accordance with indications approved by the Food and Drug Administration (off-label use of a prescription drug), unless the use meets the definition of medically necessary as determined by the Plan or the drug is specifically designated as covered by the Plan
- **23.** Over-the-counter drugs
- **24.** Any services or supplies furnished by, or covered as a benefit under, a program of any government or its subdivisions or agencies except for the following:
  - a) A program established for its civilian employees
  - b) Medicare (Title XVIII of the Social Security Act)
  - Medicaid (any state medical assistance program under Title XIX of the Social Security Act)
  - d) A program of hospice care
- 25. Hearing aid batteries
- **26.** Hippotherapy
- **27**. Home construction or remodeling to accommodate a medical condition, such as the installation of a wheelchair ramp
- 28. Incontinence supplies
- 29. Experimental treatment for infertility
- **30.** Internet providers or email consultations
- 31. Language therapy for learning disabilities such as dyslexia
- **32.** Presbyopia-correcting intraocular lenses (IOLs) including, but not limited to, accommodating and multifocal IOLs designed to restore a fuller range of near, intermediate and far distances as compared to monofocal IOLs. Examples include Crystalens<sup>®</sup>, ReZoom<sup>®</sup> and AcrySof<sup>®</sup> ReSTOR.
- **33.** Lift or riser chairs
- **34.** Long-term maintenance care or long-term therapy

- **35.** Certain manipulative or physical therapy services, including but not limited to: paraffin treatment; microwave, infrared and ultraviolet therapies; diathermy; massage therapy; acupuncture; aerobic exercise; rolfing therapy; Shiatsu; sports conditioning/weight training; craniosacral therapy; kinetic therapy; or therapies performed in a group setting
- **36.** Massage therapy or services provided by a massage therapist or neuromuscular therapist
- **37.** A medical service or supply for which a charge would not have been made in the absence of medical insurance
- **38.** Any medical services, including in vitro fertilization, in connection with the use of a gestational carrier or surrogate
- **39.** Benefits for the diagnosis, treatment or management of mental health/substance abuse conditions by medical (non-mental health) providers. These benefits are covered when provided by mental health providers (see pages 159-188 for coverage details).
- **40**. Charges for missed appointments
- 41. Molding helmets and adjustable bands intended to mold the shape of the cranium
- **42.** Orthodontic treatment, including treatment done in preparation for surgery
- 43. Orthopedic/corrective shoes, except when the shoe attaches directly to a brace
- 44. Orthopedic mattresses
- **45.** Oxygen equipment required for use on an airplane or other means of travel
- **46.** Personal comfort items that could be purchased without a prescription, such as air conditioners, air purifiers, bed pans, blood pressure monitors, commodes, dehumidifiers, elevators, exercise equipment, heating pads, hot water bottles, humidifiers, shower chairs, telephones, televisions, whirlpools or spas and other similar items
- 47. Any physical therapy services provided by athletic trainers
- **48.** Private duty nursing services in an acute care hospital or any other inpatient facility. **(This exclusion applies to non-Medicare members only.)**
- **49.** Redundant or duplicate services. A service or supply is considered redundant when the same service or supply is being provided or being used, concurrently, to treat the condition for which it is ordered
- 50. Services received at non-medical religious facilities
- **51.** Residential inpatient weight loss programs
- **52.** Reversal of voluntary sterilization
- 53. Self- or office-administered specialty drugs are covered and dispensed under the prescription drug plan (see pages 51-65 for coverage details). (This exclusion applies to non-Medicare members only.)
- **54.** Sensory integration therapy
- 55. Any services and treatments required under law to be provided by the school system for a child

**56.** Costs associated with serious preventable adverse health care events are not covered, in accordance with Department of Public Health (DPH) regulations. Massachusetts providers are not permitted to bill members for designated serious reportable health care events.

### (This exclusion applies to non-Medicare members only.)

- For more information on this policy and a list of these events, visit www.unicarestateplan.com.
- 57. Sexual reassignment surgery and related services
- **58.** Stairway lifts and stair ramps
- **59.** Storage of autologous blood donations or other bodily fluids or specimens, except when done in conjunction with use in a scheduled procedure that is covered under the Plan
- **60.** Surface electromyography (SEMG)
- **61.** Telephone consultations
- **62.** Any type of hot or cold thermal therapy device
- **63.** Virtual colonoscopy or virtual colonography (standard colonoscopy, however, is covered according to the preventive care schedule, outlined in Appendix G)
- **64.** Vision care, including:
  - a) Orthoptics or visual therapy for correction of vision
  - b) Radial keratotomy and related laser surgeries
  - c) Other surgeries, services or supplies furnished in conjunction with the determination or correction of refractive errors such as astigmatism, myopia, hyperopia and presbyopia (except as shown under "Routine Eye Examinations" in the "Benefit Highlights" and "Description of Covered Services" sections)
- **65.** Voice therapy
- **66.** Worksite evaluations performed by a physical therapist to evaluate a member's ability to return to work

# **Limited Services**

The Plan limits benefits for the services and products described in this section.

- 1. Ambulance services are limited to transportation in the case of an emergency. Benefits are payable only for transportation to the nearest facility equipped to treat the condition. Transportation required for medical appointments, including dialysis treatment, is not covered. Ambulance calls for transportation that is refused are also not covered. (See the definition of "Emergency" on page 135.)
- **2. Air and sea ambulance services** are limited to the medically necessary transfer to the nearest facility equipped to treat the condition.
- **3. Assistant surgeon services** are limited to the services of only one assistant surgeon per procedure when medically necessary. Second and third assistants are not covered.
  - Non-physician assistants at surgery, such as nurse practitioners, nurses and technicians are not covered. Interns, residents and fellows are also not covered. Chiropractors, dentists, optometrists and certified midwives are not covered as surgical assistants or as assistant surgeons.
- **4.** Cosmetic procedures/services are not covered, with the exception of the initial surgical procedure to correct appearance that has been damaged by an accidental injury.
- **5. Dental benefits** are limited. The Plan is a medical plan, not a dental plan. The Plan provides benefits for covered services relating to dental care or surgery in the following situations only:
  - a) Emergency treatment rendered by a dentist within 72 hours of an accidental injury to the mouth and sound natural teeth. This treatment is limited to the initial first aid (trauma care), reduction of swelling, pain relief, covered non-dental surgery and non-dental diagnostic X-rays.
  - b) Oral surgical procedures for non-dental medical treatment, such as the reduction of a dislocated or fractured jaw or facial bone, and removal or excision of benign or malignant tumors, are provided to the same extent as other covered surgical procedures described on page 143.
  - c) The following procedures when a member has a serious medical condition<sup>1</sup> that makes it essential that he or she be admitted to a hospital as an inpatient, to a surgical day care unit or to an ambulatory surgery center as an outpatient, in order for the dental care to be performed safely:
    - 1. Extraction of seven or more teeth
    - 2. Gingivectomies (including osseous surgery) of two or more gum quadrants
    - 3. Excision of radicular cysts involving the roots of three or more teeth
    - 4. Removal of one or more impacted teeth

<sup>1</sup> Serious medical conditions include, but are not limited to, hemophilia and heart disease.

All Plan Members

Limited Services

d) The following services for the treatment of cleft lip or palate when prescribed by the treating physician or surgeon who certifies that the services are medically necessary and specifically for the treatment of cleft lip or palate:

- 1. Dental
- 2. Orthodontic treatment and management
- **3.** Preventive and restorative dentistry to ensure good health and adequate dental structures for orthodontic treatment or prosthetic management therapy

Facility, anesthesia and related charges are only covered when the dental treatment or services are covered under the Plan

Dentures or dental prostheses, and the surgery in preparation for dentures, are not covered under the Plan.

- **6.** Services or counseling from a dietician or nutritional counselor are not covered, except for services performed by a registered dietician for:
  - Members with diabetes (see page 115 for details)
  - Adults at high risk for cardiovascular disease (limited to three visits a year)
  - Children under 18 with cleft lip/palate, when approved through Medical Case Management (see page 125)
- 7. Ear molds are not covered, except when needed for hearing aids for members age 21 and under.
- **8.** Electrocardiograms (EKGs) are not covered when done solely for the purpose of screening or prevention.
- **9.** Eyeglasses/contact lenses are limited to the provision, replacement or fitting for the initial set only when subsequent to an injury to the eye or up to six months following cataract surgery.
- 10. Fitness club reimbursement is limited to a one-time payment per year. Any family member may have the fitness club membership, but payment is made to the Plan enrollee only. Fitness clubs are limited to health clubs or gyms that offer cardio and strength-training machines, and other programs for improved physical fitness. Martial arts centers, gymnastics centers, country clubs, beach clubs, sports teams and leagues, and tennis clubs are not considered fitness clubs. Personal trainers, sports coaches, yoga classes and exercise machines are also not eligible for the fitness reimbursement.
- 11. Food products modified to be low protein, used for inherited diseases of amino acids and organic acids, are covered.
- **12. Immunization titers**, which are performed to determine if a person has had a vaccination, are covered for pregnant women only.
- 13. Non-oncology infused drugs require prior review and dispensing by the prescription drug plan (pages 51-65). (This limitation applies to non-Medicare members only.)
- **14. Orthotics** are limited to medically necessary devices. Charges for test or temporary orthotics are not covered. Charges for video tape gait analysis and diagnostic scanning are not covered. Arch supports are also not covered.

Limited Services All Plan Members

**15. Respite care** is limited to a total of five days for a hospice patient in order to relieve the family or the primary care person from caregiving functions. Respite care is covered in a hospital, a skilled nursing facility, a nursing home or in the home.

- **16. Retail medical clinics** are limited to providing care within the scope of their license in the state in which they are providing services.
- **17. Routine screening** is not covered except according to the preventive care schedule, outlined in Appendix G.
- **18. Sperm, egg and/or inseminated** egg procurement and processing, and banking of sperm or inseminated eggs, are covered only for the treatment of infertility.
- **19. Tobacco cessation counseling** is limited to 300 minutes per calendar year, based on the Plan's allowed amount. Counseling is also covered as a component of your preventive exam.
- **20.** Treatment of Temporomandibular Joint (TMJ) disorder is limited to the initial diagnostic examination, initial testing and medically necessary surgery.
- 21. Weight loss programs are limited to the treatment of members whose body mass index (BMI) is 40 or more (morbidly obese) while under the care of a physician. Any such program is subject to periodic review. Residential inpatient weight loss programs are not covered.
- **22. Wigs** are limited to the replacement of hair loss as a result of treatment of any form of cancer or leukemia. For Medicare members, the benefit is limited to \$350 per calendar year.

# **Plan Definitions**

Some terms used in this handbook are defined below as they relate to your benefits. Read these definitions carefully; they will help you understand what is covered under the Plan.

**Acute Care** – A level of care required as a result of the sudden onset or worsening of a condition that necessitates short term, intensive medical treatment. Acute inpatient care must be provided at a facility licensed as an acute care hospital. Also see "Hospital."

**Adverse Determination** – A determination by the Plan, based upon a review of information, to deny, reduce, modify or terminate a hospital admission, continued inpatient stay, or the availability of any other health care services, for failure to meet the requirements for coverage based on medical necessity; appropriateness of health care setting and level of care; or effectiveness.

**Allowed Amount (Medicare members)** – Either the amount Medicare allows for covered services or the amount UniCare determines to be within the range of payments most often made to similar providers for the same service or supply – whichever is lower. This allowed amount may not be the same as the provider's actual charge. Allowed amounts are expressed as maximum fees in fee schedules, maximum daily rates, flat amounts or discounts from charges.

Allowed Amount (non-Medicare members) – The maximum amount on which payment is based for covered health care services. If a non-Massachusetts provider charges more than the allowed amount, you may have to pay the difference. (Also see "Balance Billing.")

**Ambulatory Surgery Center** – See "Freestanding Ambulatory Surgery Center."

**Ancillary Services** – The services and supplies that a facility ordinarily renders to its patients for diagnosis or treatment during the time the patient is in the facility. Ancillary services include such things as:

- Use of special rooms, such as operating or treatment rooms
- Tests and exams
- Use of special equipment in the facility
- Drugs, medications, solutions, biological preparations and medical and surgical supplies used while an inpatient in the facility
- Administration of infusions and transfusions. This does not include the cost of whole blood, packed red cells, or blood donor fees.
- Devices that are an integral part of a surgical procedure. This includes items such as hip joints, skull plates and pacemakers. It does not include devices that are not directly involved in the surgery, such as artificial limbs, artificial eyes or hearing aids.

**Assistant Surgeon** – A physician trained in the appropriate surgical specialty who serves as the first assistant to another surgeon during a surgical procedure. When medically appropriate, the service of only one assistant per procedure is covered under the Plan.

**Autism Spectrum Disorders** – Any of the pervasive developmental disorders as defined by the most recent edition of the *Diagnostic and Statistical Manual of Mental Disorders*, including autistic disorder, Asperger's disorder and pervasive developmental disorders not otherwise specified.

Plan Definitions All Plan Members

**Balance Billing** – When a provider bills you for the difference between the provider's charge and the allowed amount. For example, if the provider's charge is \$100 and the allowed amount is \$70, the provider may bill you for the remaining \$30. Under Massachusetts General Law, Chapter 32A: Section 20, Massachusetts providers are prohibited from balance billing you.

Calendar Year Deductible – The amount you owe for health care services the Plan covers before the Plan begins to pay. For example, if your deductible is \$250, the Plan won't pay anything until you've met your \$250 deductible for covered health care services subject to the deductible. The deductible doesn't apply to all services.

Cardiac Rehabilitation Program – A professionally-supervised, multi-disciplinary program to help people recover from heart attacks, heart surgery and percutaneous coronary intervention (PCI) procedures such as stenting and angioplasty. Treatment provides education and counseling services to help heart patients increase physical fitness, reduce cardiac symptoms, improve health and reduce the risk of future heart problems. The program must meet the generally accepted standards of cardiac rehabilitation.

Centered Care Initiative – A GIC program that seeks to improve health care coordination and quality while reducing costs. Primary care providers (PCPs) play a critical role in helping their patients get the right care at the right place with the right provider. The central idea is to coordinate health care services around the needs of you – the patient. Because health care is so expensive, Centered Care also seeks to engage providers and health plans on managing these dollars more efficiently. The Patient-Centered Primary Care program is UniCare's implementation of the Centered Care initiative (see "Patient-Centered Primary Care Practice.")

CIC (Comprehensive Insurance Coverage) – Plan participants can elect CIC (comprehensive) or non-CIC (non-comprehensive) insurance coverage. CIC increases the benefits for most covered services to 100%, subject to any applicable copays and deductibles. Members without CIC pay higher deductibles and/or copays and receive only 80% coverage for some services.

Cognitive Rehabilitation or Cognitive Therapy – Treatment to restore function or minimize effects of cognitive deficits, including but not limited to those related to thinking, learning and memory.

Coinsurance – Your share of the costs of a covered health care service, calculated as a percent (for example, 20%) of the allowed amount for the service. You pay coinsurance *plus* any copays and deductible you owe.

Complaint – Any inquiry made by you or your authorized representative to the Plan that is either not explained or resolved to your satisfaction within three business days of the inquiry, or that is a matter involving an adverse determination.

**Copay (Copayment)** – A fixed amount (for example, \$20) you pay for a covered health care service, usually when you receive the service. The amount can vary by the type of covered health care service. Not all services require copays.

Cosmetic Procedures/Services – Cosmetic services are those services performed mainly for the purpose of improving appearance. These services do not restore bodily function or correct functional impairment. Cosmetic services are not covered, even if they are intended to improve a member's emotional outlook or treat a member's mental health condition.

Custodial Care – A level of care that is chiefly designed to assist a person in the activities of daily living and cannot reasonably be expected to greatly restore health or bodily function.

All Plan Members Plan Definitions

**Deductible** – See "Calendar Year Deductible."

#### **Dependent**

1. The employee's or retiree's spouse or a divorced spouse who is eligible for dependent coverage pursuant to Massachusetts General Laws Chapter 32A as amended

- 2. A GIC-eligible child, stepchild, adoptive child or eligible foster child of the member, or of the employee's or retiree's spouse, until the end of the month following his or her 26th birthday
- 3. A GIC-eligible unmarried child who upon becoming 19 years of age is mentally or physically incapable of earning his or her own living, proof of which must be on file with the GIC

If you have questions about coverage for someone whose relationship to you is not listed above, contact the GIC.

**Designated Hospital** – A hospital designated by the Plan at which the benefits for transplants are covered at a higher level.

**Durable Medical Equipment (DME)** – Equipment designed primarily for therapeutic purposes or to extend function that can stand repeated use and is medically necessary and prescribed by a physician. Such equipment includes wheelchairs, crutches, oxygen and respiratory equipment. Personal items related to activities of daily living such as commodes and shower chairs are not covered.

**EAP (Enrollee Assistance Program)** – Mental health services that include help for depression, marital issues, family problems, alcohol and drug abuse, and grief. EAP also includes referral services for legal, financial, family mediation, and elder care assistance. EAP services are administered by Beacon Health Strategies (see pages 159-188).

**Early Intervention Services** – Medically necessary services that include occupational, physical and speech therapy, nursing care and psychological counseling for children from birth until they turn 3 years old. These services must be provided by persons licensed or certified under Massachusetts law, who are working in early intervention programs approved by the Department of Public Health.

**Elective** – A medical service or procedure is elective if you can schedule it in advance, choose where to have it done, or both. If you choose to have a procedure outside your home state, you may be balance billed.

Emergency – An emergency is an illness or medical condition, whether physical or mental, that manifests itself by symptoms of sufficient severity, including severe pain that the absence of immediate medical attention could reasonably be expected by a prudent layperson, who possesses an average knowledge of health and medicine, to result in serious jeopardy to physical and/or mental health, serious impairment to bodily functions, serious dysfunction of any bodily organ or part, or, in the case of pregnancy, a threat to the safety of a member or her unborn child. Emergency treatment does not include urgent care. Emergency treatment may be rendered in a hospital, in a physician's office or in another medical facility.

**Enrollee** – An employee, retiree or survivor covered by the GIC's health benefits program who is enrolled in the Plan.

**Enteral Therapy** – Prescribed nutrition that is administered through a tube that has been inserted into the stomach or intestines. Prescription and non-prescription enteral formulas are covered only when ordered by a physician for the medically necessary treatment of malabsorption disorders caused by Crohn's disease, ulcerative colitis, gastroesophageal reflux, gastrointestinal motility, chronic intestinal pseudo-obstruction, and inherited diseases of amino acids and organic acids.

Plan Definitions All Plan Members

**Excluded Services** – Health care services that the Plan doesn't pay for or cover.

**Experimental or Investigational Procedure** – A service that is determined by the Plan to be experimental or investigational; that is, inadequate or lacking in evidence as to its effectiveness, through the use of objective methods and study over a long enough period of time to be able to assess outcomes. The fact that a physician ordered it or that this treatment has been tried after others have failed does not make it medically necessary.

**Family Planning Services** – Office visits and procedures for the purpose of contraception. Procedures include fitting for a diaphragm or cervical cap; the insertion, re-insertion, or removal of an IUD or Levonorgestrel (Norplant); and the injection of progesterone (Depo-Provera). FDA-approved contraceptive drugs and devices are available through your prescription drug plan.

**Fitness Club** – A health club or gym that offers cardio and strength-training machines and other programs for improved physical fitness.

Freestanding Ambulatory Surgery Centers – Independent, stand-alone facilities licensed to provide outpatient same-day surgical, diagnostic and medical services that require a dedicated operating room and a post-operative recovery room. These facilities are independent centers, not hospital-run facilities located in a hospital or elsewhere. The presence of a hospital name indicates that the site is a hospital facility, not an ambulatory surgery center.

**Grievance/Appeal** – Any verbal or written complaint submitted to the Plan that has been initiated by you or your authorized representative regarding any aspect or action of the Plan relative to you, including but not limited to review of adverse determinations regarding scope of coverage, denial of services, quality of care and administrative operations.

**Health Insurance** – A contract that requires your health insurer to pay some or all of your health care costs in exchange for a premium.

**High-Tech Imaging Services** – Tests that vary from plain film X-rays by offering providers a more comprehensive view of the human body. Many of these tests also subject members to significantly higher levels of radiation compared to plain film X-rays and are also much more expensive. These procedures include but are not limited to MRIs, CT scans and PET scans.

**Home Health Care** – Health services and supplies provided by a home health care agency on a part-time, intermittent or visiting basis. Such services and supplies must be provided in a person's place of residence (not an institution) while the person is confined as a result of injury, disease or pregnancy. To be considered for coverage, home health care must be delivered by a visiting nurse association or a home health care agency certified by Medicare.

**Home Health Care Plan** – A plan of care for services in the home ordered in writing by a physician. A home health care plan is subject to review and approval by the Plan.

**Home Infusion Company** – A company that is licensed as a pharmacy and is qualified to provide home infusion therapy.

**Home Infusion Therapy** – The administration of intravenous, subcutaneous or intramuscular therapies provided in the home setting. Subcutaneous and intramuscular drugs must be obtained through your prescription drug plan.

**Hospice** – A public agency or a private organization that provides care and services for terminally ill persons and their families and is certified as such by Medicare.

All Plan Members Plan Definitions

Hospital (Acute Care Hospital) – An institution that meets all of the following conditions:

- 1. Is operated pursuant to law for the provision of medical care
- 2. Provides continuous 24-hour-a-day nursing care
- 3. Has facilities for diagnosis
- 4. Has facilities for major surgery
- 5. Provides acute medical/surgical care or acute rehabilitation care
- 6. Is licensed as an acute hospital, and
- 7. Has an average length of stay of less than 25 days

The term "Hospital" does not include:

- 1. Rest homes
- **2.** Nursing homes
- 3. Convalescent homes
- 4. Places for custodial care
- **5**. Homes for the aged

Also see "Other Inpatient Facilities."

**Hospital Outpatient Care** – Care in a hospital that usually doesn't require an overnight stay. An overnight stay for observation could be outpatient care.

**Hospital Stay** – The time a person is confined to a hospital and incurs a room and board charge for inpatient care other than custodial care.

**Infertility** – The condition of a healthy individual who is unable to conceive or produce conception:

- 1. During a period of one year if the female is age 35 or younger, except if the condition is caused by or the result of a voluntary sterilization or the normally occurring aging process.
- 2. During a period of six months if the female is over the age of 35, except if the condition is caused by or the result of voluntary sterilization or the normally occurring aging process.

If an individual conceives but is unable to carry that pregnancy to live birth, the period of time she attempted to conceive prior to achieving that pregnancy will be included in the calculation of the one-year or six-month period, as applicable.

**Injury** – Bodily injury sustained accidentally by external means.

**Inquiry** – Any question or concern communicated by you or your authorized representative to the Plan that is not related to an adverse determination. The Plan maintains records of each member inquiry, and the Plan's response to the inquiry, for a period of two years. These records are subject to inspection by the Commissioner of Insurance and the Department of Public Health.

**Manipulative Therapy** – Hands-on treatment provided by a chiropractor, osteopath or physician by means of direct manipulation or movement to relieve pain, restore function and/or minimize disability as a result of disease or injury to the neuromuscular and/or musculoskeletal system. See Exclusion 35 in the "Excluded Services" section for examples of manipulative therapies that are not covered.

Plan Definitions All Plan Members

**Medically Necessary** – With respect to care under the Plan, the treatment will meet at least the following standards:

- 1. Is adequate and essential for evaluation or treatment consistent with the symptoms, proper diagnosis and treatment appropriate for the specific member's illness, disease or condition as defined by standard diagnostic nomenclatures (DSM-IV or its equivalent ICD-9CM)
- 2. Is reasonably expected to improve or palliate the member's illness, condition or level of functioning
- 3. Is safe and effective according to nationally accepted standard clinical evidence generally recognized by medical professionals and peer-reviewed publications
- **4.** Is the most appropriate and cost-effective level of care that can safely be provided for the specific member's diagnosed condition, and
- 5. Is based on scientific evidence for services and interventions that are not in widespread use

**Note:** The fact that a physician may prescribe, order, recommend or approve a procedure, treatment, facility, supply, device or drug does not, in and of itself, make it medically necessary or make the charge a covered expense under the Plan, even if it has not been listed as an exclusion.

**Medical Supplies or Equipment** – Disposable items prescribed by physicians as medically necessary to treat disease and injury. Such items include surgical dressings, splints and braces.

Member – An enrollee or his/her dependent who is covered by the Plan.

**Network** – The facilities, providers and suppliers the Plan has contracted with to provide health care services.

**Network Provider** – A provider who has a contract with the Plan to provide services to you at a discount. A network provider may not balance bill you for covered services.

**Non-Experimental Infertility Procedure** – A procedure recognized as generally accepted and/or non-experimental by the American Fertility Society and the American College of Obstetrics and Gynecology.

**Non-Preferred Vendor** – A vendor who does not have a contract with the Plan to provide certain services or equipment, including but not limited to durable medical equipment and medical supplies. You have higher member costs when you use non-preferred vendors.

**Nursing Home** – An institution that:

- 1. Provides inpatient skilled care and related services, and
- 2. Is licensed in any jurisdiction requiring such licensing, but
- 3. Does not qualify as a skilled nursing facility (SNF) as defined by Medicare

A home, facility or part of a facility does not qualify as a skilled nursing facility or nursing home if it is used primarily for:

- 1. Rest
- 2. The care of drug abuse or alcoholism
- 3. The care of mental diseases or disorders
- 4. Custodial or educational care

All Plan Members Plan Definitions

Occupational Injury/Disease – An injury or disease that arises out of and in the course of employment for wage or profit (see the "Excluded Services" section).

Occupational Therapy – Skilled treatment that helps individuals achieve independence with activities of daily living after an illness or injury not incurred during the course of employment. Services include: treatment programs aimed at improving the ability to carry out activities of daily living; comprehensive evaluations of the home; and recommendations and training in the use of adaptive equipment to replace lost function.

Off-Label Use of a Prescription Drug – The use of a drug that does not meet the prescribed indications as approved by the Food and Drug Administration (FDA).

**Orthotic** – An orthopedic appliance or apparatus used to support, align or correct deformities and/or to improve the function of movable parts of the body. An orthotic must be ordered by a physician, be custom fabricated (molded and fitted) to the patient's body, and be for use by that patient only.

Other Inpatient Facilities – Includes the following hospitals/facilities:

- 1. Skilled nursing facilities
- 2. Chronic disease hospitals/facilities
- 3. Transitional care hospitals/facilities
- 4. Sub-acute care hospitals/facilities
- 5. Long-term care hospitals/facilities
- **6.** Any inpatient facility with an average length of stay greater than 25 days

Out-of-Pocket Limit (Medicare members with CIC only) – The most you could pay during a calendar year for coinsurance. Once you reach this limit, the Plan begins to pay 100% of the allowed amount. This limit doesn't include your premiums, balance-billed charges, copays, deductibles, or health care that the Plan doesn't cover. Not all coinsurance is included in the out-of-pocket limit (see the "Benefit Highlights" section for details).

There is no out-of-pocket limit for non-CIC Medicare plans.

Out-of-Pocket Maximum (non-Medicare members) – The most you could pay during a calendar year for your member costs (deductible, copays, coinsurance). Once you reach this maximum, the Plan begins to pay 100% of the allowed amount. This maximum doesn't include your premiums, balance-billed charges, or health care that the Plan doesn't cover.

**Palliative Care** – Care that focuses on treating symptoms – like severe pain, or difficulty breathing – to make patients more comfortable, and not intended to cure underlying conditions.

**Patient-Centered Primary Care Practice** – A Massachusetts primary care practice that participates in UniCare's Patient-Centered Primary Care Program. This program, which seeks to improve health care coordination and quality while reducing costs, is designed to support the GIC's Centered Care initiative. (Also see "Centered Care Initiative.")

Physical Therapy – Hands-on treatment provided by a licensed physical therapist by means of direct manipulation, exercise, movement or other physical modalities to relieve pain, restore function and/or minimize disability as a result of disease or injury to the neuromuscular and/or musculoskeletal system or following the loss of a body part. For examples of non-covered physical therapy services, see Exclusion 35 in the "Excluded Services" section.

Plan Definitions All Plan Members

**Physician** – Includes the following health care providers acting within the scope of their licenses or certifications:

- Certified nurse midwife
- Chiropractor
- Dentist
- Nurse practitioner
- Optometrist
- Physician
- Physician assistant
- Podiatrist

**Physician Tiering** – A program implemented by the Plan as part of the GIC's Clinical Performance Improvement (CPI) Initiative, whereby Massachusetts specialists are assigned to different tiers based on an extensive evaluation of both their quality and cost efficiency.

**Preferred Vendors (Medicare members)** – Providers who have contracted with either Medicare or UniCare, and whose services are covered at a higher benefit level. Preferred vendors are available for:

- Durable medical equipment (DME)
- Home health care
- Home infusion therapy
- Medical/diabetic supplies

For any of these services that Medicare covers, the preferred vendors are those providers that have a contract with Medicare (called "Medicare contract suppliers"). For services that Medicare doesn't cover but are covered by the Plan, the preferred vendors are providers that have a contract with UniCare.

**Preferred Vendors (non-Medicare members)** – Providers contracted by the Plan to provide certain services or equipment, including but not limited to durable medical equipment and medical supplies. When you use preferred vendors, you receive these services at a higher benefit level than when you use other providers for these services.

**Primary Care Provider (PCP)** – Physicians, nurse practitioners and physician assistants specializing in family medicine, general medicine, pediatrics, geriatrics and/or internal medicine.

**Prostheses** – Items that replace all or part of a bodily organ or limb and that are medically necessary and are prescribed by a physician. Examples include breast prostheses and artificial limbs.

**Qualified Clinical Trials for Cancer** – Clinical trials that, according to state law, meet all of the following conditions:

- 1. The clinical trial is to treat cancer.
- 2. The clinical trial has been peer reviewed and approved by one of the following:
  - United States National Institutes of Health
  - A cooperative group or center of the National Institutes of Health
  - A qualified nongovernmental research entity identified in guidelines issued by the National Institutes of Health for center support grants

All Plan Members Plan Definitions

• The United States Food and Drug Administration pursuant to an investigational new drug exemption

- The United States Departments of Defense or Veterans Affairs
- With respect to Phase II, III and IV clinical trials only, a qualified institutional review board
- 3. The facility and personnel conducting the clinical trial are capable of doing so by virtue of their experience and training and treat a sufficient volume of patients to maintain that experience.
- 4. With respect to Phase I clinical trials, the facility shall be an academic medical center or an affiliated facility and the clinicians conducting the trial shall have staff privileges at said academic medical center
- **5.** The patient meets the patient selection criteria enunciated in the study protocol for participation in the clinical trial.
- **6.** The patient has provided informed consent for participation in the clinical trial in a manner that is consistent with current legal and ethical standards.
- 7. The available clinical or pre-clinical data provide a reasonable expectation that the patient's participation in the clinical trial will provide a medical benefit that is commensurate with the risks of participation in the clinical trial.
- **8.** The clinical trial does not unjustifiably duplicate existing studies.
- **9.** The clinical trial must have a therapeutic intent and must, to some extent, assume the effect of the intervention on the patient.

Coverage for qualified clinical trials shall be subject to all the other terms and conditions of the policy, including, but not limited to, requiring the use of participating providers, provisions related to utilization review and the applicable agreement between the provider and the carrier.

**Reconstructive and Restorative Surgery** – Surgery intended to improve or restore bodily function or to correct a functional physical impairment that has been caused by one of the following:

- A congenital anomaly, or
- A previous surgical procedure or disease

Restoration of a bodily organ that is surgically removed during treatment of cancer must be performed within five years of surgical removal.

**Rehabilitation Services** – Health care services that help a person keep, get back or improve skills and functioning for daily living that have been lost or impaired because a person was sick, hurt or disabled. These services may include physical therapy, occupational therapy, and speech-language pathology in a variety of inpatient and/or outpatient settings.

**Rescission** – A retroactive termination of coverage as a result of fraud or an intentional misrepresentation of material fact. A cancellation or discontinuance of coverage is not a rescission if the cancellation has a prospective effect or if the cancellation is due to a failure to timely pay required premiums or contributions toward the cost of coverage.

**Respite Care** – Services rendered to a hospice patient in order to relieve the family or primary care person from caregiving functions.

Plan Definitions All Plan Members

**Retail Medical Clinics** – Licensed medical clinics located at certain pharmacies that provide services by nurse practitioners or physician assistants for basic primary medical services. These services are limited to episodic, urgent care such as treatment for an earache or sinus infection. Retail medical clinics are limited to providing care within the scope of their license in the state in which they are providing services.

**Skilled Care** – Medical services that can only be provided by a registered or certified professional health care provider.

Skilled Nursing Facility (SNF) – An institution that:

- 1. Is operated pursuant to law
- 2. Is licensed or accredited as a skilled nursing facility if the laws of the jurisdiction in which it is located provide for the licensing or the accreditation of a skilled nursing facility
- **3.** Is approved as a skilled nursing facility for payment of Medicare benefits or is qualified to receive such approval, if requested
- **4.** Is primarily engaged in providing room and board and skilled care under the supervision of a physician
- **5**. Provides continuous 24-hour-a-day skilled care by or under the supervision of a registered nurse (RN), and
- 6. Maintains a daily medical record of each patient

A home, facility or part of a facility does not qualify as a skilled nursing facility or nursing home if it is used primarily for:

- 1. Rest
- 2. The care of mental diseases or disorders
- 3. The care of drug abuse or alcoholism, or
- 4. Custodial or educational care

Sleep Studies – Tests that monitor you while you sleep to find out if there are any breathing difficulties. These studies may be performed at a hospital, a freestanding sleep center or at home. Sleep studies are covered under the benefit for diagnostic laboratory testing. Pre-authorization is required for non-Medicare members. (See the "Managed Care Program" section.)

**Specialist (Specialty Care Provider)** – Physicians, nurse practitioners and physician assistants who focus on a specific area of medicine or a group of patients to diagnose, manage, prevent or treat certain types of symptoms and conditions.

**Specialized Health Facilities** – Independent, stand-alone health facilities that provide specialty services. They include ambulatory surgery centers, dialysis centers, fertility clinics, imaging centers and sleep study centers. These facilities are independent centers, not hospital-run facilities located in a hospital or elsewhere. The presence of a hospital name indicates that the site is a hospital facility, not a stand-alone facility.

**Specialty Drugs (specialty medications)** – Specialty drugs are defined as certain pharmaceutical and/or biotech or biological drugs (including "biosimilars" or "follow-on biologics") which are used in the management of chronic or genetic disease. Specialty drugs include, but are not limited to, injectables, infused, inhaled or oral medications, or otherwise require special handling.

**Spouse** – The legal spouse of the covered employee or retiree.

All Plan Members Plan Definitions

**Surgical Procedure** – Any of the following types of treatment:

- 1. A cutting procedure
- 2. The suturing of a wound
- 3. The treatment of a fracture
- **4.** The reduction of a dislocation
- **5.** Radiotherapy, excluding radioactive isotope therapy, if used in lieu of a cutting operation for removal of a tumor
- **6.** Electrocauterization
- 7. Diagnostic and therapeutic endoscopic procedures
- 8. Injection treatment of hemorrhoids and varicose veins
- **9.** An operation by means of laser beam
- **10.** Any other procedures classified as surgery by the American Medical Association (AMA), such as skin tag or wart removal.

**Temporomandibular Joint (TMJ) Disorder** – A syndrome or dysfunction of the joint between the jawbone and skull and the muscles, nerves and other tissues related to that joint.

Terminal Illness – An illness that, because of its nature, can be expected to cause the patient to die.

**Tiers** – Different levels into which the Plan groups specialists based upon an evaluation of certain quality measures and how efficiently they use their resources.

**Tobacco Cessation Counselors** – Non-physician providers who have completed at least 8 hours of instruction in tobacco cessation from an accredited institute of higher learning. Tobacco cessation counselors must work under the supervision of a physician.

**Tobacco Cessation Program** – A program that focuses on behavior modification while reducing the amount smoked over a number of weeks, until the quit, or cut-off, date.

**Travel Access Providers** – UniCare providers that are available to members who need urgent care while traveling outside their home state. When you use these providers, you are not balance billed for your care.

**Urgent Care** – Care for an illness, injury or condition serious enough that a reasonable person would seek care right away, but not so severe as to require emergency room care.

**Urgent Care Centers** – Groups of providers who treat conditions that should be checked right away but aren't as severe as emergencies. They can often do X-rays, lab tests and stitches. These are independent, stand-alone centers, not hospital-run facilities located in a hospital or elsewhere. The presence of a hospital name indicates that the site is a hospital facility and often bill as an emergency room.

**Visiting Nurse Association** – An agency certified by Medicare that provides part-time, intermittent skilled care and other home care services in a person's place of residence and is licensed in any jurisdiction requiring such licensing.

Written Proof – Satisfactory proof, in writing, of the incurral of a claim.

### **General Provisions**

This section describes the enrollment process for you and your eligible dependents; when coverage begins and ends; and continuing coverage when eligibility status changes.

### Free or Low-Cost Health Coverage to Children and Families

If you are eligible for health coverage from your employer, but are unable to afford the premiums, some states have premium assistance programs that can help pay for coverage. These states use funds from their Medicaid or CHIP programs to help people who are eligible for employer-sponsored health coverage, but need assistance in paying their health premiums. For more information, see Appendix E, "Federal and State Mandates," at the back of this handbook.

### **Eligibility for Benefits**

You are eligible to join the Plan described in this handbook if you are:

- A participant in the GIC's Elderly Governmental Retiree program
- A participant in the GIC's Retired Municipal Teacher program, or
- A surviving spouse of either of the above

### **Application for Coverage**

You must apply to the GIC for enrollment in the Plan. To obtain the appropriate forms, retirees should contact the GIC.

#### To enroll newborns

You must enroll a child within 31 days of the child's birth and include a copy of the child's birth certificate. Active employees should see their GIC Coordinator to add the child to their health insurance coverage. Retirees must submit a written request for coverage to the GIC.

### To enroll or add your dependents

You must enroll each additional dependent when he or she becomes eligible. If you marry, you must enroll your spouse within 31 days of the marriage.

### To enroll adopted children

Adopted children must be enrolled within 31 days of placement in the home. Send a written request to the GIC along with a letter from the adoption agency that states the date the child was placed in the home.

### **Coverage May Be Denied**

Coverage may be denied if you are not an Elderly Governmental Retiree or a Retired Municipal Teacher, as defined by Massachusetts General Laws, Chapter 32A, and if you do not meet the GIC's eligibility rules and regulations.

# Medical Plan All Plan Members

### When Coverage Begins

Coverage under the Plan starts as follows:

### For persons applying during an annual enrollment period

Coverage begins on the following July 1.

### For dependents

Coverage begins on the later of:

- 1. The date your own coverage begins, or
- 2. The date on which the GIC has determined your dependent is eligible and qualifies as a dependent

### For new retirees, spouses and surviving spouses

You will be notified by the GIC of the date on which coverage begins.

### **Continued Coverage**

Your eligibility for these benefits continues if you are:

- 1. An Elderly Governmental Retiree
- 2. A Retired Municipal Teacher, or
- 3. A surviving spouse of either of the above

### When Coverage Ends for Enrollees

Your coverage ends on the earliest of:

- 1. The end of the month covered by the last contribution toward the cost of your coverage
- 2. The end of the month in which you cease to be eligible for coverage
- 3. The date the enrollment period ends
- 4. The date of death
- 5. The date the survivor remarries, or
- **6.** The date the Plan terminates<sup>1</sup>

### When Coverage Ends for Dependents

A dependent's coverage ends on the earliest of:

- 1. The date your coverage under the Plan ends
- 2. The end of the month covered by your last contribution toward the cost of such coverage
- 3. The date you become ineligible to have dependents covered
- 4. The date the enrollment period ends
- 5. The date the dependent ceases to qualify as a dependent
- **6.** The date the dependent child who is permanently and totally disabled, and became so by age 19, marries

<sup>1</sup> If the Plan is terminated due to the Commonwealth's nonpayment of required premium, you and your dependents' coverage under the Plan will terminate three (3) days after a notice has been mailed first class to you at your last known address provided by the GIC. The notice will advise you that the Plan is terminated because the Commonwealth failed to pay the required premiums under the Plan and that the Plan will honor claims for covered services you received before the termination date.

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- 7. The date the divorced spouse remarries (or the date the enrollee marries, depending on the divorce decree)
- 8. The date of the dependent's death, or
- **9.** The date the Plan terminates, including if the Plan is terminated due to the Commonwealth's nonpayment of required premium. In this situation, you will be notified before such termination takes place<sup>1</sup>

### **Disenrollment**

### **Voluntary Termination**

You may terminate your coverage by notifying the GIC in writing. The GIC will determine the date on which your coverage will end.

### **Disenrollment Due to Loss of Eligibility**

Coverage under the Plan may terminate or not renew if the member fails to meet any of the specified eligibility requirements. The member will be notified in writing if coverage ends for loss of eligibility.

You may be eligible for continued enrollment under federal or state law if your membership is terminated (see the "Continuing Coverage" subsection).

### **Termination for Cause**

The GIC may end a member's coverage for cause. The reasons for termination of membership may include, but are not limited to:

- Providing false or misleading information on an application for membership, or misrepresentation or fraud on the part of the member
- The commission of acts of physical or verbal abuse by a member that pose a threat to providers, staff at providers' offices, or other members and that are unrelated to the member's physical or mental condition
- Non-renewal or cancellation of the GIC contract through which the member receives coverage

## **Continuation of Medical Expense Insurance Applicable Only to Massachusetts Residents**

The preceding information explains why and when the insurance of a Plan enrollee or dependent will normally cease. If your medical insurance ends for any reason other than discontinuance of the Plan, that insurance will be continued beyond the date it would normally end on the earlier of: (a) the date 31 days after your continued insurance began, or (b) the date you can obtain similar insurance through another plan.

### **Duplicate Coverage**

No person can be covered by any other GIC health plan at the same time as:

- 1. Both retiree or surviving spouse and a dependent, or
- 2. A dependent of more than one covered person (retiree, spouse or surviving spouse)

<sup>1</sup> If the Plan is terminated due to the Commonwealth's nonpayment of required premium, you and your dependents' coverage under the Plan will terminate three (3) days after a notice has been mailed first class to you at your last known address provided by the GIC. The notice will advise you that the Plan is terminated because the Commonwealth failed to pay the required premiums under the Plan and that the Plan will honor claims for covered services you received before the termination date.

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### **Special Enrollment Condition**

If you have declined the Plan for your spouse or for your dependents because they have other health coverage, you may be able to enroll them during the Plan year if the other coverage is lost. To obtain the appropriate enrollment forms, contact the GIC.

### **Continuing Coverage**

The following provisions in this section explain how coverage may be continued or converted if eligibility status changes.

### **Provision for Court Support Orders**

If the plan sponsor receives a court order to provide medical insurance for a qualified retiree's dependent child or spouse, the plan sponsor must notify the retiree and determine if the child or spouse is eligible for insurance under this Plan. Eligibility determinations will be made in accordance with federal and/or state support order laws and regulations. The retiree will be responsible for any contributions required under the Plan. The insurance provided in accordance with a support order will be effective as of the date of the support order and subject to all the provisions of the Plan, except:

- 1. A qualified dependent may not be covered without enrollee coverage in effect under the Plan.
- 2. In addition to the reasons for termination of insurance, as explained in the provision "When Coverage Ends," the insurance required by a support order will cease on the earlier of the date the support order expires or the date the dependent child or spouse is enrolled for similar insurance.

The Plan will honor all applicable state Medicaid laws and rules, and will not deny insurance or benefits because a person is eligible for Medicaid. If covered expenses for a dependent child or spouse are paid by the spouse, a custodial parent or a legal guardian who is not a Plan member, reimbursement will be made directly to the spouse, custodial parent or legal guardian rather than to the Plan member or eligible retiree. A custodial parent or legal guardian may also sign claim forms and assign Plan benefits for the dependent child.

A child or spouse will not be considered a late applicant, as explained under the provision "When Coverage Begins," if a court has ordered that coverage be provided for the child or spouse under your plan, and the request for enrollment is made within 31 days after issuance of the court order.

### **Continuing Health Coverage for Survivors**

Surviving spouses of covered employees or retirees and/or their eligible dependent children may be able to continue coverage under this health care program. Surviving spouse coverage ends upon remarriage. Orphan coverage is also available for some surviving dependents. For more information on eligibility for survivors or orphans, contact the GIC.

To continue coverage, the person who has the option to continue coverage must:

- 1. Elect to continue coverage, in writing, within 30 days after the date of your death, and
- 2. Make the required contribution toward the cost of the coverage

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Coverage for survivors will end on the earliest of these dates:

- 1. The end of the month in which the survivor dies
- 2. The end of the month covered by the last contribution payment for the coverage
- **3.** The date the coverage ends
- 4. The date the Plan terminates
- 5. In the case of a dependent, the date that dependent would cease to qualify as a dependent, or
- **6.** The date the survivor remarries

### Option to Continue Coverage for Dependents Age 26 and Over

A dependent child who reaches age 26 is no longer automatically eligible for coverage under this Plan. A full-time student at an accredited educational institution at age 26 or over may continue to be covered as a dependent family member, but must pay 100% of the required monthly individual premium. That student must file a written application with the GIC within 30 days of his or her 26<sup>th</sup> birthday, and the application must be approved by the GIC. Full-time students age 26 and over are not eligible for continued coverage if there has been a two year break in the dependent's GIC coverage. If the application is submitted late, your dependent may have a gap in coverage.

### Option to Continue Coverage after a Change in Marital Status

Your spouse will not cease to qualify as a dependent solely because a judgment of divorce or of separate support is granted. If that judgment is granted while the former spouse is covered as a dependent and states that coverage for the former spouse will continue, that person will continue to qualify as a dependent under the Plan, provided family coverage continues, neither party remarries and is eligible for coverage in accordance with Massachusetts General Laws Chapter 32A as amended.

If you get divorced, you must notify the GIC and send them a copy of your divorce decree. If you or your former spouse remarry, you must also notify the GIC.

The former spouse will no longer qualify as a dependent after the earliest of these dates:

- 1. The end of the period specified in the judgment during which that person must remain eligible for coverage
- 2. The end of the month covered by the last contribution toward the cost of the coverage
- 3. The date that person remarries
- **4.** The date you remarry. If that person is still covered as a dependent on this date, and the judgment gives that person the right to continue coverage at full cost after you remarry, then that person may either elect to:
  - a) Remain covered separately for the benefits for which he or she was covered on that date,
  - b) Enroll in COBRA coverage, or
  - c) Have a converted policy issued to provide those benefits

For the purposes of this provision, "judgment" means only a judgment of absolute divorce or of separate support.

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### **Continued Insurance of Divorced Spouses**

A Plan member may become party to a court's judgment absolute of divorce or separate support. Unless that judgment says otherwise, the former spouse shall remain a qualified dependent of the Plan member. This shall be despite any contrary provision of the Plan as to divorced spouses. In this case, the Plan member may insure the former spouse under the Plan as if the court's judgment had not been entered, provided that:

- 1. Such insurance shall be limited to the part of the Plan that covers medical or dental care or treatment
- 2. Such insurance shall not continue beyond the remarriage of the Plan member or the former spouse, or such other time as is said in the court's judgment, and
- **3.** If required by the court's judgment, the former spouse may continue the insurance beyond the Plan member's remarriage. Then, if this is so:
  - a) The former spouse may remain insured under the Plan. If required by the court's judgment, the former spouse may be required to contribute all or part of the cost of such insurance, or
  - b) The former spouse may exercise the right of conversion to an individual policy of health insurance as provided in the Plan.

### **Group Health Continuation Coverage under COBRA Election Note**

You will receive a COBRA notice and application if the Group Insurance Commission (GIC) is informed that your current GIC coverage is ending due either to (1) end of employment, (2) reduction in hours of employment; (3) death of employee/retiree; (4) divorce or legal separation; or (5) loss of dependent child status. This COBRA notice contains important information about your right to temporarily continue your health care coverage in the Group Insurance Commission's (GIC's) health plan through a federal law known as COBRA. If you elect to continue your coverage, COBRA coverage will begin on the first day of the month immediately after your current GIC coverage ends.

You must complete the GIC COBRA Election Form and return it to the GIC by no later than 60 days after your group coverage ends by sending it by mail to the Public Information Unit at the GIC at P.O. Box 8747, Boston, MA 02114 or by hand delivery to the GIC, 19 Staniford Street, 4<sup>th</sup> floor, Boston, MA 02114. If you do not submit a completed election form by this deadline, you will lose your right to elect COBRA coverage.

### What is COBRA Coverage?

The Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) is a federal law under which certain former employees, retirees, spouses, former spouses and dependent children have the right to temporarily continue their existing group health coverage at group rates when group coverage otherwise would end due to certain life events, called "Qualifying Events." If you elect COBRA coverage, you are entitled to the same coverage being provided under the GIC's plan to similarly situated employees or dependents. The GIC administers COBRA coverage.

This notice explains your COBRA rights and what you need to do to protect your right to receive it. If you have questions about COBRA coverage, contact the GIC's Public Information Unit at (617) 727-2310, ext. 1 or write to the Unit at P.O. Box 8747, Boston, MA 02114. You may also contact the U.S. Department of Labor's Employee Benefits Security Administration's website at www.dol.gov/ebsa.

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### Who is Eligible for COBRA Coverage?

Each individual entitled to COBRA (known as a "Qualified Beneficiary") has an *independent right* to elect the coverage, regardless of whether or not other eligible family members elect it. Qualified Beneficiaries may elect to continue their group coverage that otherwise would end due to the following life events:

If you are an employee of the Commonwealth of Massachusetts or municipality covered by the GIC's health benefits program, you have the right to choose COBRA coverage if

- You lose your group health coverage because your hours of employment are reduced; or
- Your employment ends for reasons other than gross misconduct.

If you are the spouse of an employee covered by the GIC's health benefits program, you have the right to choose COBRA coverage for yourself if you lose GIC health coverage for any of the following reasons (known as "qualifying events"):

- Your spouse dies;
- Your spouse's employment with the Commonwealth or participating municipality ends for any reason other than gross misconduct or his/her hours of employment are reduced; or
- You and your spouse legally separate or divorce.

If you have dependent children who are covered by the GIC's health benefits program, each child has the right to elect COBRA coverage if he or she loses GIC health coverage for any of the following reasons (known as "qualifying events"):

- The employee-parent dies;
- The employee-parent's employment is terminated (for reasons other than gross misconduct) or the parent's hours or employment are reduced;
- The parents legally separate or divorce; or
- The dependent ceases to be a dependent child under GIC eligibility rules

### **How Long Does COBRA Coverage Last?**

By law, COBRA coverage must begin on the day immediately after your group health coverage otherwise would end. If your group coverage ends due to employment termination or reduction in employment hours, COBRA coverage may last for up to 18 months. If it ends due to any other qualifying events listed above, you may maintain COBRA coverage for up to 36 months.

If you have COBRA coverage due to employment termination or reduction in hours, your family members' COBRA coverage may be extended beyond the initial 18-month period up to a *total* of 36 months (as measured from the initial qualifying event) if a second qualifying event – the insured's death or divorce – occurs during the 18 months of COBRA coverage. You must notify the GIC in writing within 60 days of the second qualifying event and before the 18-month COBRA period ends in order to extend the coverage. Your COBRA coverage may be extended to a total of 29 months (as measured from the initial qualifying event) if any qualified beneficiary in your family receiving COBRA coverage is disabled during the first 60 days of your 18-month COBRA coverage. You must provide the GIC with a copy of the Social Security Administration's disability determination within 60 days after you receive it and before your initial 18 month COBRA period ends in order to extend the coverage.

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**COBRA coverage will end before the maximum coverage period ends** if any of the following occurs:

- The COBRA cost is not paid *in full* when due (see section on paying for COBRA);
- You or another qualified beneficiary become covered under another group health plan that does not impose any pre-existing condition exclusion for the qualified beneficiary's pre-existing covered condition covered by COBRA benefits;
- You are no longer disabled as determined by the Social Security Administration (if your COBRA coverage was extended to 29 months due to disability);
- The Commonwealth of Massachusetts or your municipal employer no longer provides group health coverage to any of its employees; or
- Any reason for which the GIC terminates a non-COBRA enrollee's coverage (such as fraud).

The GIC will notify you in writing if your COBRA coverage is to be terminated before the maximum coverage period ends. The GIC reserves the right to terminate your COBRA coverage retroactively if you are subsequently found to have been ineligible for coverage.

### How and When Do I Elect COBRA Coverage?

Qualified beneficiaries must elect COBRA coverage within 60 days of the date that their group coverage otherwise would end or within 60 days of receiving a COBRA notice, whichever is later. A qualified beneficiary may change a prior rejection of COBRA election any time until that date. If you do not elect COBRA coverage within the 60-day election period, you will lose all rights to COBRA coverage.

There are several considerations when deciding whether to elect COBRA coverage. COBRA coverage can help you avoid incurring a coverage gap of more than 63 days, which under Federal law can cause you to lose your right to be exempt from pre-existing condition exclusions when you elect subsequent health plan coverage. If you have COBRA coverage for the maximum period available to you, it provides you the right to purchase individual health insurance policies that do not impose such pre-existing condition exclusions. You also have special enrollment rights under federal law, including the right to request special enrollment in another group health plan for which you are otherwise eligible (such as a spouse's plan) within 30 days after your COBRA coverage ends.

### **How Much Does COBRA Coverage Cost?**

Under COBRA, you must pay 102% of the applicable cost of your COBRA coverage. If your COBRA coverage is extended to 29 months due to disability, your cost will increase to 150% of the applicable full cost rate for the additional 11 months of coverage. COBRA costs will change periodically.

### How and When Do I Pay for COBRA Coverage?

If you elect COBRA coverage, you must make your first payment for COBRA coverage within 45 days after the date you elect it. If you do not make your first payment for COBRA coverage within the 45-day period, you will lose all COBRA coverage rights under the plan.

Your first payment must cover the cost of COBRA coverage from the time your coverage would have ended up to the time you make the first payment. Services cannot be covered until the GIC receives and processes this first payment, and you are responsible for making sure that the amount of your first payment is enough to cover this entire period. After you make your first payment, you will be required to pay for COBRA coverage for each subsequent month of coverage. These periodic payments are due usually around the 15<sup>th</sup> of each month. The GIC will send monthly bills, specifying the due date for payment and the address to which payment is to be sent for COBRA coverage, but

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you are responsible for paying for the coverage even if you do not receive a monthly statement. Payments should be sent to the GIC's address on the bill.

After the first payment, you will have a 30-day grace period beyond the due date on each monthly bill in which to make your monthly payment. Your COBRA coverage will be provided for each coverage period as long as payment for that coverage period is made before the end of the grace period for that payment. If you fail to make a periodic payment before the end of the grace period for that payment, you will lose all rights to COBRA coverage.

### Can I Elect Other Health Coverage Besides COBRA?

Yes. You have the right to enroll, within 31 days after coverage ends, in an individual health insurance "conversion" policy with your current health plan without providing proof of insurability. Alternately, if you are a Massachusetts resident, you may purchase health insurance through the Commonwealth's Health Connector Authority. The GIC has no involvement in conversion programs, and only very limited involvement in or Health Connector programs. You pay the premium to the plan sponsor for the coverage. The benefits provided under such a policy might not be identical to those provided through COBRA. You may exercise this right in lieu of electing COBRA coverage, or you may exercise this right after you have received the maximum COBRA coverage available to you.

### Your COBRA Coverage Responsibilities

- You must inform the GIC of any address changes to preserve your COBRA rights;
- You must elect COBRA within 60 days from the date you receive a COBRA notice or would lose group coverage due to one of the qualifying events described above. If you do not elect COBRA coverage within the 60-day limit, your group health benefits coverage will end and you will lose all rights to COBRA coverage.
- You must make the first payment for COBRA coverage within 45 days after you elect COBRA. If you do not make your first payment for the entire COBRA cost due within that 45-day period, you will lose all COBRA coverage rights.
- You must pay the subsequent monthly cost for COBRA coverage in full by the end of the 30-day grace period after the due date on the bill. If you do not make payment in full by the end of the 30-day grace period after the due date on the bill, your COBRA coverage will end.
- You must inform the GIC within 60 days of the later of either (1) the date of any of the following, or (2) the date on which coverage would be lost because of any of the following events:
  - The employee's job terminates or his/her hours are reduced;
  - The insured dies:
  - The insured becomes legally separated or divorced;
  - The insured or insured's former spouse remarries;
  - A covered child ceases to be a dependent under GIC eligibility rules;
  - The Social Security Administration determines that the employee or a covered family member is disabled; or
  - The Social Security Administration determines that the employee or a covered family member is no longer disabled.

If you do not inform the GIC of these events within the time period specified above, you will lose all rights to COBRA coverage. To notify the GIC of any of the above events within the 60 days for providing notice, send a letter to the Public Information Unit at Group Insurance Commission, P.O. Box 8747, Boston, MA 02114-0998.

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### **Conversion to Non-Group Health Coverage**

Under certain circumstances, a person whose Plan coverage is ending has the option to convert to non-group health coverage arranged for by UniCare.

A certificate for this non-group health coverage can be obtained if status changes occur for someone who is not eligible for continued coverage under the Plan.

You cannot obtain a certificate of coverage if you are otherwise eligible under the Plan, or if your coverage terminated for failure to make a required contribution when due. In addition, no certificate of coverage will be issued in a state or country where UniCare is not licensed to issue it.

The certificate of coverage will cover you and your dependents who cease to be covered under the Plan because your health coverage ends, and any child of yours born within 31 days after such coverage ends.

A certificate of coverage is also available to the following persons whose coverage under the Plan ceases:

- 1. Your spouse and/or your dependents, if their coverage ceases because of your death
- 2. Your child, covering only that child, if that child ceases to be covered under the Plan solely because the child no longer qualifies as your dependent
- **3.** Your spouse and/or dependents, if their coverage ceases because of a change in marital status The following rules apply to the issuance of the certificate of coverage:
  - 1. Written application and the first premium must be submitted within 31 days after the coverage under the Plan ends.
  - 2. The rules of UniCare for coverage available for conversion purposes at the time application for a certificate of coverage is received govern the certificate. Such rules include: the form of the certificate; its benefits; the individuals covered; the premium payable; and all other terms and conditions of such certificate.
  - 3. If delivery of the certificate is to be made outside Massachusetts, it may be on such form as is offered in the state where such certificate is to be delivered.
  - **4.** The certificate of coverage will become effective on the day after coverage under the Plan ends.
  - **5.** No evidence of insurability will be required.

UniCare will furnish details of converted coverage upon request.

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### **Coordination of Benefits (COB)**

You and your dependents may be entitled to receive benefits from more than one plan. For instance, you may be covered as a dependent under your spouse's plan in addition to coverage under your own plan, or your child may be covered under both plans. When you or your dependents are covered by two or more plans, one plan is identified as the primary plan for coordination of benefits (COB) and determining the order of payment. Any other plan is then the secondary plan.

If the UniCare State Indemnity Plan is the primary plan, benefit payments will be made in accordance with the benefits payable under the Plan without taking the other plan's benefits into consideration. A secondary plan may reduce its benefits if payments were paid by the UniCare State Indemnity Plan. If another plan is primary, benefit payments under the UniCare State Indemnity Plan are determined in the following manner:

- a) The Plan determines its covered expenses in other words, what the Plan would pay in the absence of other insurance; then
- b) The Plan subtracts the primary plan's benefits from the covered expenses determined in (a) above; and then
- c) The Plan pays the difference, if any, between (a) and (b).

The term **primary plan's benefit** includes the benefit that would have been paid had the claim been filed with the other plan. For those plans that provide benefits in the form of services, the reasonable cash value of each service is considered as the charge and as the benefit payment. All COB is determined on a calendar year basis for that part of the year the person had coverage under the Plan.

For the purposes of COB, the term **plan** is defined as any plan, including HMOs, that provides medical or dental care coverage including, but not limited to, the following:

- Group or blanket coverage
- Group practice or other group prepayment coverage, including hospital or medical services coverage
- Labor-management trusteed plans
- Union welfare plans
- Employer organization plans
- Employee benefit organization plans
- Coverage under a governmental plan, or coverage required or provided by law. This would include any legally required, no-fault motor vehicle liability insurance. This does not include a state plan under Medicaid or any plan when, by law, its benefits are in excess of those of any private insurance program or other non-governmental program.
- Automobile no-fault coverage

The term **plan** does not include school-accident type plans, or coverage that you purchased on a non-group basis.

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### **Determining the Order of Coverage**

The following are the rules by which the UniCare State Indemnity Plan and most other plans determine order of payment – that is, which plan is the primary plan and which plan is the secondary plan:

- 1. The plan without a COB provision is primary.
- 2. The plan that covers the person as an employee, member, or retiree (that is, other than a dependent) determines benefits before the plan that covers the person as a dependent.
- 3. The order of coverage for a dependent child who is covered under both parents' plans is determined as follows:
  - a) The primary plan is the plan of the parent whose birthday falls first in the calendar year; or
  - b) If both parents have the same birthday, the primary plan is the plan that has covered a parent for the longest period of time.

This is called the **birthday rule**. However, if the other plan has a rule based on the gender of the parent, and, if the plans do not agree on the order of coverage, the rules of the other plan will determine the order.

- **4.** The order of coverage for dependent children who are covered under more than one plan, and whose parents are divorced or separated, is determined in the following order:
  - a) First, the plan of the parent who is decreed by the court as financially responsible for the health care expenses of the child
  - b) Second, if there is no court decree, the plan of the parent with custody of the child
  - c) Third, if the parent with custody of the child is remarried, the plan of the stepparent
  - d) Finally, the plan of the parent who does not have custody of the child
- **5.** The plan that covers a person as an active employee (that is, someone who is not laid off or retired) determines benefits for that person and his or her dependents before the plan that covers that same person as a retiree.

This is called the **active before retiree rule**. However, if the other plan's rule is based on length of coverage, and, if the plans do not agree on the order of coverage, the rules of the other plan will determine the order.

If none of the above rules can be applied when trying to determine the order of coverage, the plan that has covered the person longer determines benefits before the plan that has covered that same person for the shorter period of time.

### **Right to Receive and Release Information**

In order to fulfill the terms of this COB provision or any other provision of similar purpose:

- A claimant must provide the Plan with all necessary information
- The Plan may obtain from or release information to any other person or entity

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### **Facility of Payment**

A payment made under another plan may include an amount that should have been paid under the UniCare State Indemnity Plan. If it does, the UniCare State Indemnity Plan may pay that amount to the organization that made the payment. That amount will be treated as if it were a benefit payable under the UniCare State Indemnity Plan. The UniCare State Indemnity Plan will not have to pay that amount again. The term "payment made" includes providing benefits in the form of services, in which case "payment made" means the reasonable cash value of the benefits provided in the form of services.

### **Right of Recovery**

If the amount of payments made by the Plan is more than it should have been under the COB provision, the Plan may recover the excess from one or more of the following:

- The persons it has paid or for whom it has paid
- The insurance companies
- Other organizations

The "amount of payments made" includes the reasonable cash value of any benefits provided in the form of services.

### Modification of COB Provisions for Persons Enrolled in Medicare Parts A and/or B

The benefits for an enrollee and his or her dependents covered under the UniCare State Indemnity Plan and enrolled in Medicare will be determined as follows:

- 1. Expenses payable under Medicare will be considered for payment only to the extent that they are covered under the UniCare State Indemnity Plan and/or Medicare.
- 2. In calculating benefits for expenses incurred, the total amount of those expenses will first be reduced by the amount of the actual Medicare benefits paid for those expenses, if any.
- 3. UniCare State Indemnity Plan benefits will then be applied to any remaining balance of those expenses.

### Health Coverage Primary to Medicare Coverage for Covered Persons Who Have End Stage Renal Disease

For all covered persons with End Stage Renal Disease (ESRD), coverage under the UniCare State Indemnity Plan will be primary to Medicare during the Medicare ESRD waiting period and the Medicare ESRD coordination period.

**End Stage Renal Disease** means that stage of kidney impairment that appears irreversible and permanent and requires a regular course of dialysis or kidney transplant to maintain life.

**Medicare ESRD Waiting Period** is generally the first three months after starting dialysis. You are not entitled to Medicare until after the three-month waiting period. This waiting period can be waived or shortened if a member participates in a self-dialysis training program or is scheduled for an early kidney transplant.

Medicare ESRD Coordination Period is 30 months long and occurs after the ESRD waiting period. The ESRD coordination period begins on the date that Medicare became effective or would have become effective on the basis of ESRD.

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During that 30-month period, the UniCare State Indemnity Plan, for the purpose of the COB provision, is the primary payer and Medicare is the secondary payer. After the 30 months, Medicare becomes the primary payer while the Plan becomes the secondary payer.

At this point, you must change health plans. Contact the GIC at:

### **Group Insurance Commission**

P.O. Box 8747 Boston, MA 02114-0998

### **Office of Patient Protection**

The Massachusetts Patients' Bill of Rights (Chapter 141) specifies a number of patients' rights related to access to care, coverage for emergency care, grievance processes and external reviews. Many of these rights have always been available to you under the UniCare State Indemnity Plan.

The Office of Patient Protection (OPP), created by Chapter 141, is located within the Massachusetts Health Policy Commission. The OPP is responsible for:

- 1. Developing regulations and implementing new statutory provisions governing internal grievance procedures for managed care carriers, as well as medical necessity guidelines, continuity of care and independent external reviews
- 2. Helping consumers with questions and concerns relating to managed care
- **3.** Providing information, including health plan report cards, to consumers through an Internet site

You can reach the Office of Patient Protection at (800) 436-7757, or access its website at www.mass.gov/hpc/opp.

# MENTAL HEALTH, SUBSTANCE ABUSE AND ENROLLEE ASSISTANCE PROGRAMS (ALL PLAN MEMBERS)

**Description of Benefits** 

Administered by



# Mental Health, Substance Abuse and Enrollee Assistance Programs

### Part I – How to Use this Plan (All Plan Members)

As a *member* of this plan, you are automatically enrolled in the mental health and substance abuse benefits program, as well as the Enrollee Assistance Program (EAP), administered by Beacon Health Strategies (Beacon). These benefits are provided on an insured basis and are underwritten by UniCare Life & Health Insurance Company.

Beacon offers easy access to a wide variety of services ranging from assistance with day-to-day concerns (e.g., legal and financial consultations, workplace-related stress, childcare and eldercare referrals) to acute mental health and substance abuse needs. Beacon's comprehensive continuum of care ranges from inpatient acute care to intensive and traditional outpatient services. Beacon's member-driven and provider-centric approach promotes "the right care, in the right setting, for the right amount of time," and is designed to improve the well-being and functioning of our *members* as quickly as possible. Our primary goal is to offer you and your family high quality services by a network of skilled providers.

### Let Us Show You the Benefits

This section of your member handbook describes your EAP, mental health, and substance abuse benefits under Beacon. Please review this section carefully before you seek care to ensure that you receive optimal behavioral health benefits. The material is organized as follows:

- Part I How to Use this Plan, which begins on this page, provides general plan information, including appeals. Part I applies to both Medicare and non-Medicare members.
- Part II Benefit Highlights contains a glossary of terms and also provides a brief summary of what this plan pays for. Part II applies to both Medicare and non-Medicare members and begins on page 167. Words in italics throughout this description are defined in this section.
- Part III Benefits for Non-Medicare Members provides specific benefit information for non-Medicare members. Part III begins on page 170.
- Part IV Benefits for Medicare Members provides specific benefit information for Medicare members. Part IV begins on page 178.
- Part V What's Not Covered: Exclusions highlights what is excluded from this plan. Part V applies to both Medicare and non-Medicare members and begins on page 186.

### **How to Ensure Optimal Benefits**

In order to receive optimal benefits and reduce your out-of-pocket expenses, there are two important steps you need to remember:

- Step 1: Call Beacon for referral information and *pre-certification* for ALL services before you seek EAP, mental health or substance abuse services; and
- Step 2: Use a provider or facility that is part of Beacon's network.

Beacon offers you a comprehensive network of resources and experienced providers from which to obtain EAP, mental health and substance abuse services. All Beacon *in-network providers* have met Beacon's rigorous credentialing process to provide you with the highest quality care.

If you receive care from a provider or facility that is not part of Beacon's network, your benefit level will be lower than the *in-network* level. Reduced benefits are defined as *out-of-network benefits*. If you or your provider does not call Beacon [1-855-750-8980 (TDD: 1-866-727-9441)] to *pre-certify* all services and obtain referral information for your care, your benefits may be reduced. In some instances, if you fail to *pre-certify* your care, no benefits will be paid.

For a full description of your *in-network* and *out-of-network benefits*, as well as special *pre-certification* requirements for *out-of-network* outpatient services:

- If you are a non-Medicare member, refer to Part III, "Benefits for Non-Medicare Members," on page 170.
- If you are a Medicare member, refer to Part IV, "Benefits for Medicare Members," on page 178.

### BENEFITS WILL BE DENIED IF YOUR CARE IS CONSIDERED NOT TO BE A COVERED SERVICE.

### **Before You Use Your Benefits**

### Referral/Pre-certification for Non-Routine Services

To receive EAP services, or before you begin mental health and substance abuse care, contact Beacon at 1-855-750-8980 (TDD 1-866-727-9441). A qualified Beacon clinician will answer your call 24 hours a day, seven days a week, verify your coverage and refer you to a specialized EAP resource or an *in-network provider*. A Beacon clinician is always available to assist you, whether for routine matters or if you are in need of urgent care. For specific benefits or claims questions, call a customer service representative from 8 a.m. to 7 p.m., Eastern Time (ET) at 1-855-750-8980 (TDD 1-866-727-9441).<sup>1</sup>

Based on your individual needs, a Beacon clinician will verify whether you are eligible for coverage at the time of your call, and provide you with the names of several mental health, substance abuse or EAP providers who match your specific request (e.g., provider location, gender, or fluency in a second language). A Beacon clinician can also provide you with a referral for legal, financial, or dependent care assistance or community resources through your EAP benefit, depending on your specific needs.

<sup>1</sup> As part of the Beacon Health Strategies quality control program, supervisors monitor random calls to Beacon's customer services department.

### Mental Health, Substance Abuse and Enrollee Assistance Programs

A Beacon clinician will *pre-certify* all service requests. Beacon maintains an extensive provider "look-up" database that allows you to search for *in-network* providers. After *pre-certification*, you can then call the provider directly to schedule an appointment.

### **Emergency Care**

Emergency care is required when a person needs immediate clinical attention because he or she presents a real and significant risk to himself or herself or others. In a life-threatening emergency, you and/or your covered dependents should seek care immediately at the closest emergency facility. Beacon will not deny emergency care, but you, a family member or your provider must call Beacon within 24 hours of an emergency admission to notify Beacon of the admission. Although a representative may call on your behalf, it is always the *member*'s responsibility to make certain that Beacon has been notified of an emergent admission. If Beacon is not notified of an emergent admission, then a *member* may not be eligible for optimal benefits, or claims may be denied.

### **Urgent Care**

There may be times when a condition shows potential for becoming an emergency if not treated immediately. In such urgent situations, our providers will have an appointment to see you within 24 hours of your initial call to Beacon. If you need assistance scheduling an appointment with an *in-network provider*, a Beacon clinician can assist you.

### **Routine Care**

Routine care is for conditions that present no serious risk, and are not in danger of becoming an emergency. For routine care, *in-network providers* will have appointments to see you within three days of your initial call to Beacon. If you need assistance finding an *in-network provider* with appointment availability, a Beacon clinician can assist you.

### **Enrollee Assistance Program (EAP)**

Your EAP benefit provides access to a range of resources, as well as confidential, short-term counseling to help you and your dependents manage problems of daily living (e.g., emotional, marital or family problems, legal disputes, or financial difficulties). The EAP benefit provides counseling and other professional services to you and your family members who are experiencing problems that can disrupt your personal and professional lives (e.g., international events, community trauma). You must call Beacon to *pre-certify* all EAP services.

### **Confidentiality**

When you use your EAP, mental health and substance abuse benefits under this plan, you are consenting to the release of necessary clinical records to Beacon for *case management* and benefit administration purposes. Information from your clinical records will be provided to Beacon only to the minimum extent necessary to administer and manage the care provided when you use your EAP, mental health and substance abuse benefits, and in accordance with state and federal laws. No information may be released to your supervisor, employer or family without your written permission, and no one will be notified when you use your EAP, mental health and substance abuse benefits. Beacon staff must comply with a strict confidentiality policy.

### **Complaints**

If you are not satisfied with any aspect of the Beacon Health Strategies program, we encourage you to call Beacon at 1-855-750-8980 (TDD: 1-866-727-9441) to speak with a customer service representative. The Beacon member services representative resolves most inquiries during your initial call. Inquiries that require further research are reviewed by representatives of the appropriate departments at Beacon, including clinicians, claims representatives, administrators and other management staff who report directly to senior corporate officers. Beacon will respond to all inquiries within three business days. Your comments will help Beacon correct any problems and provide better service to you and your dependents. If the resolution of your inquiry is unsatisfactory to you, you have the right to file a formal *complaint* in writing within 60 days of the date of our telephone call or letter of response. Please specify dates of service and additional contact with Beacon, and include any information you feel is relevant. Formal *complaints* will be responded to in writing within 30 days. A formal *complaint* should be sent to the following address:

Ombudsperson Beacon Health Strategies 500 Unicorn Park Drive, Suite 401 Woburn, MA 01801

### **Appeals**

### Your Right to an Internal Appeal

You, your treating provider or someone acting on your behalf has the right to request an *appeal* of the benefit decision made by Beacon Health Strategies. You may request an *appeal* in writing by following the steps below.

NOTE: If your care needs are urgent (meaning that a delay in making a treatment decision could significantly increase the risk to your health or affect your ability to regain maximum function), please see the section titled "How to Initiate an Urgently Needed Determination (Urgent Appeal)" on page 165.

### How to Initiate a First Level Internal Appeal (Non-Urgent Appeal)

Your appeal request must be submitted to Beacon within 180 calendar days of your receipt of the notice of the coverage denial.

Written requests should be submitted to the following address:

Beacon Health Strategies Appeals Department 500 Unicorn Park Drive, Suite 401 Woburn, MA 01801

Toll-Free Telephone: 1-855-750-8980

Fax Number: 1-781-994-7636

### Mental Health, Substance Abuse and Enrollee Assistance Programs

Appeal requests must include:

- The member's name and identification number
- The date(s) of service(s)
- The provider's name
- The reason you believe the claim should be paid
- Any documentation or other written information to support your request for claim payment

### The Appeal Review Process (Non-Urgent Appeal)

- If you request an appeal review, the review will be conducted by someone who was not involved in the initial coverage denial, and who is not a subordinate to the person who issued the initial coverage denial.
- For a non-urgent review of a denial of coverage, a *Beacon clinician* will review the denial decision and will notify you of the decision in writing within 15 calendar days of your request.
- For a review of a denial of coverage that already has been provided to you, Beacon will review
  the denial and will notify you in writing of Beacon's decision within 30 calendar days of your
  request.
- If Beacon exceeds the time requirements for making a determination and providing notice of the decision, you may bypass the Beacon internal review process and request a review by an independent third party.
- If Beacon continues to deny the payment, coverage or service requested, you may request an external review by an independent review organization, who will review your case and make a final decision. This process is outlined in the "Independent External Review Process (Non-Urgent Appeal)" section that follows.

### **Independent External Review Process (Non-Urgent Appeal)**

You have a right to request an external review by an Independent Review Organization (IRO) of a decision made to not provide you a benefit or pay for an item or service (in whole or in part). Beacon is required by law to accept the determination of the IRO in this external review process.

Submit a completed *Request for External Review Form* within 45 calendar days of your receipt of the final non-coverage determination notice to:

Office of Patient Protection Health Policy Commission Commonwealth of Massachusetts Two Boylston Street, 6<sup>th</sup> Floor Boston, MA 02116

Phone: 1-800-436-7757 Fax: 1-617-624-5046

Independent External Review requests must include:

- A completed and signed Request for External Review Form
- Other information and documents as outlined on the Request for External Review Form
- A filing fee in the form of a check or money order in the amount of \$25.00 made payable to "Commonwealth of Massachusetts." You may request a waiver of the filing fee due to financial hardship. There is no other cost to you for an independent external review.

Additional information about this process along with your member rights and appeal information is available at www.beaconhs.com/gic (if prompted, type in access code GIC), or by speaking with a Beacon representative.

### **How to Initiate an Urgently Needed Determination (Urgent Appeal)**

Generally, an urgent situation is one in which your health may be in serious jeopardy or, if in the opinion of your physician, a delay in making a treatment decision could significantly increase the risk to your health, or affect your ability to regain maximum function. If you believe your situation is urgent, contact Beacon immediately to request an urgent review. If your situation meets the definition of *urgent*, the review will be conducted on an expedited basis.

If you are requesting an urgent review, you may also request that a separate urgent review be conducted at the same time by an independent third party. You, your provider or someone you consent to act for you (your authorized representative) may request a review. Contact Beacon if you would like to name an authorized representative on your behalf to request a review of the decision.

For an urgent review, Beacon will make a determination and will notify you verbally and in writing within 72 hours of your request. If Beacon continues to deny the payment, coverage or service requested, you may request an external review by an independent review organization, who will review your case and make a final decision. This process is outlined in the "Independent External Review Process (Urgent Appeal)" section that follows.

### **Independent External Review Process (Urgent Appeal)**

You have a right to request an external review by an Independent Review Organization (IRO) of a decision made to not provide you a benefit or pay for an item or service (in whole or in part). Beacon is required by law to accept the determination of the IRO in this external review process.

Submit a completed *Request for External Review Form* within 45 calendar days of your receipt of the final non-coverage determination notice to:

Office of Patient Protection Health Policy Commission Commonwealth of Massachusetts Two Boylston Street, 6<sup>th</sup> Floor Boston, MA 02116

Phone: 1-800-436-7757 Fax: 1-617-624-5046

### Mental Health, Substance Abuse and Enrollee Assistance Programs

Independent External Review requests must include:

- A completed and signed Request for External Review Form
- Other information and documents as outlined on the Request for External Review Form
- A filing fee in the form of a check or money order in the amount of \$25.00 made payable to "Commonwealth of Massachusetts." You may request a waiver of the filing fee due to financial hardship. There is no other cost to you for an independent external review.

Additional information about this process along with your member rights and appeal information is available at www.beaconhs.com/gic (if prompted, type in access code GIC), or by speaking with a Beacon representative.

### **Filing Claims**

*In-network providers* and facilities will file your claim for you. You are financially responsible for *copayments*.

*Out-of-network providers* are not required to process claims on your behalf; you may have to submit the claims yourself. You are responsible for all *deductibles* and *copayments*. If you are required to submit the claim yourself, send the *out-of-network provider's* itemized bill and a completed CMS 1500 claim form, with your name, address and GIC ID number to the following address:

Beacon Health Strategies 500 Unicorn Park Drive Suite 401 Woburn, MA 01801

The CMS 1500 form is available from your provider, or on Beacon's website, www.beaconhs.com/gic (if prompted, type in access code GIC). Claims must be received by Beacon within 24 months of the date of service for you or a covered dependent. You must have been eligible for coverage on the date you received care and the treatment must be medically necessary. All claims are confidential.

### **Coordination of Benefits**

All benefits under this plan are subject to *coordination of benefits*, which determines whether your mental health and substance abuse care is partially or fully covered by another plan. Beacon may request information from you about other health insurance coverage in order to process your claim correctly.

### For More Information

Beacon customer service staff is available to help you. Call 1-855-750-8980 (TDD: 1-866-727-9441) for assistance Monday through Friday, from 8 a.m. to 7 p.m. Eastern Time (ET).

### Part II – Benefit Highlights (All Plan Members)

### **Definitions of Beacon Health Strategies (Beacon) Terms**

**Allowed Charges** – The amount that Beacon determines to be within the range of payments most often made to similar providers for the same service or supply. If the cost of treatment for *out-of-network* care exceeds the *allowed charges*, the *member* may be responsible for the cost difference.

**Appeal** – A formal request for Beacon to reconsider any adverse determination or denial of coverage, either concurrently or retrospectively, for admissions, continued stays, levels of care, procedures or services.

**Beacon Clinician** – A licensed master's level or registered nurse behavioral health clinician who *pre-certifies* EAP, mental health and substance abuse services. Beacon clinicians have three or more years of clinical experience; Certified Employee Assistance Professionals (CEAP) certification or eligibility; and a comprehensive understanding of the full range of EAP services for employees and employers, including workplace and personal concerns.

Case Management – A Beacon clinical case manager will review cases using objective and evidenced-based clinical criteria to determine the appropriate treatment that is a covered benefit for a covered diagnostic condition.

**Coinsurance** – The amount you pay for certain services under Beacon Health Strategies. The amount of *coinsurance* is a percentage of the total amount for the service; the remaining percentage is paid by Beacon. The provider is responsible for billing the *member* for the remaining percentage.

**Complaint** – A verbal or written statement of dissatisfaction arising from a perceived adverse administrative action, decision or policy by Beacon.

Continuing review or concurrent review – A clinical case manager will work closely with your provider to determine the appropriateness of continued care, the review of the current treatment plan and progress, and to discuss the member's future care needs.

**Coordination of Benefits (COB)** – A methodology that determines the order and proportion of insurance payment when a member has coverage through more than one insurer. The regulations define which organization has primary responsibility for payment and which organization has secondary responsibility for any remaining charges not covered by the primary plan.

Copayment (copay) – A fixed dollar amount that a *member* must pay out of his or her own pocket.

Covered Services – Services and supplies provided for the purpose of preventing, diagnosing or treating a behavioral disorder, psychological injury or substance use disorder, and that are described in the section titled "What This Plan Pays" on page 169, and not excluded in Part V, "What's Not Covered: Exclusions" on page 186.

**Cross-Accumulation** – The sum of applicable medical and behavioral health expenses paid by a *member* to determine whether a *member*'s *deductible* has been reached.

**Deductible** – The designated amount that a *member* must pay for any charges before insurance coverage applies.

### Mental Health, Substance Abuse and Enrollee Assistance Programs

**Intermediate Care** – Care that is more intensive than traditional outpatient treatment, but less intensive than 24-hour hospitalization. Some examples include, but are not limited to, partial hospitalization programs, intensive outpatient and residential detoxification.

**In-network Provider** – A provider who participates in the Beacon Health Strategies network.

**Member** – An individual who is enrolled in the Group Insurance Commission's UniCare State Indemnity Plan.

**Non-Routine** – A service that is not customary. The following services are considered *non-routine* and require *pre-certification*:

- Intensive outpatient treatment programs
- Outpatient electroconvulsive treatment (ECT)
- Psychological testing
- Neuropsychological testing
- Applied Behavioral Analysis (ABA)

Out-of-Network Provider – A provider who does not participate in the Beacon Health Strategies network.

Out-of-Pocket Maximum – The maximum amount you will pay in *coinsurance, deductibles* and *copayments* for your mental health and substance abuse care in one calendar year. When you have met your *out-of-pocket maximum*, all care will be covered at 100% of the *allowed charge* until the end of that calendar year. This maximum does not include charges for *out-of-network* care that exceed the maximum number of covered days or visits, charges for care not deemed to be a *covered service*, and charges in excess of Beacon *allowed charges*.

**Pre-certification (Pre-certify)** –The process of contacting Beacon prior to seeking Enrollee Assistance Program (EAP), mental health and substance abuse care. All *pre-certification* is performed by Beacon clinicians.

**Routine Services** – A customary or regular service, such as: individual sessions, group therapy of 45 to 50 minutes in duration, and medication management, drug screening as an adjunct to substance abuse treatment and methadone maintenance.

### What This Plan Pays

When medically necessary, the Plan pays for the following services:

- Outpatient Care Individual or group sessions with a therapist conducted in the provider's office or facility, or, when appropriate, in a member's home
- Intermediate Care Care that is more intensive than traditional outpatient services but less intensive than 24-hour hospitalization. Some examples include, but are not limited to: partial hospitalization programs, intensive outpatient, and residential detoxification.
- Inpatient Care Acute treatment in a hospital or licensed substance abuse facility.
- **Detoxification** Medically supervised withdrawal from an addictive chemical substance, which may be done in a licensed substance abuse facility.
- **Drug Screening** Drug screening is covered as an adjunct to substance abuse treatment when provided in-network. (Excludes screening that is conducted as part of the member's participation in methadone treatment as that is billed as part of the methadone services)
- **Autism Spectrum Disorders** Services provided for the diagnosis and treatment of autism spectrum disorders pursuant to the requirements of your plan and to the extent of the requirements of Massachusetts law.

The Plan also covers the following services:

- Enrollee Assistance Program Short-term counseling or other services that focus on problems of daily living, such as marital problems, conflicts at work, legal or financial difficulties, and dependent care needs.
- www.beaconhs.com/gic An interactive website offering a large collection of wellness articles, service databases including a Beacon *in-network provider* directory, tools, financial calculators and expert chats. To enter the site, log on to www.beaconhs.com/gic (if prompted, type in access code GIC).

These services are subject to certain exclusions, which are found in Part V on page 186.

### Part III – Benefits for Non-Medicare Members

### **Benefits Chart (Non-Medicare Members)**

The following chart outlines certain benefits available to you. Be sure to read all of Part III, which describes your benefits in detail and includes some important restrictions. Remember, in order to receive the maximum benefits, you must *pre-certify* your care with Beacon Health Strategies before you begin treatment. For assistance, call 24 hours a day, seven days a week: 1-855-750-8980 (TDD: 1-866-727-9441).

**Table 19. Benefits Chart for Non-Medicare Members** 

<b>Covered Services</b>	Network Benefits	Out-of-Network Benefits (d)
Calendar Year Deductible	None	\$250 per individual; up to a maximum of \$750 per family. (a)
Out-of-Pocket Maximum	\$5,000 per individual \$10,000 per family <b>(a)</b>	\$3,000 per <i>member</i> ; no family maximum
Benefit Maximums	Unlimited	Unlimited
Inpatient Care		
Mental Health General hospital Psychiatric hospital  Substance Abuse General hospital or substance abuse facility	100%, after inpatient care copayment of \$150 per calendar quarter	\$200 copayment per quarter after meeting the calendar year deductible; 100% of allowed amount covered thereafter
Intermediate Care 24-hour intermediate care facilities, e.g., crisis stabilization, day/partial hospitals, structured outpatient treatment programs	100%, after inpatient care copayment of \$150 per calendar quarter	\$200 copayment per quarter after meeting the calendar year deductible; 100% of allowed amount covered thereafter
	Note: All inpatient, intermediate and hospital care must be <i>precertified</i> . For an emergent admission, you or your provider must notify Beacon within 24 hours to receive maximum benefits.	

Table 19. Benefits Chart for Non-Medicare Members (continued)

<b>Covered Services</b>	<b>Network Benefits</b>	Out-of-Network Benefits (d)		
Outpatient Care (b,c) – Mental Health, Substance Abuse and Enrollee Assistance Program (EAP)				
Enrollee Assistance Program (EAP) Including, but not limited to, depression, marital issues, family problems, alcohol and drug abuse, and grief. Also includes referral services – legal, financial, family mediation, and elder care.	Up to 3 visits: 100% per member, per calendar year	No coverage for EAP		
Individual and Family Therapy; to include Autism Spectrum Disorder services	100%, after \$20 per visit copayment	100% of allowed amount after \$30 copayment per visit after meeting calendar year deductible		
Group Therapy, all types; to include Autism Spectrum Disorder services	100%, after \$15 per visit copayment	100% of allowed amount after \$30 copayment per visit after meeting calendar year deductible		
Medication Management (15-30 minute psychiatrist visit)	100%, after \$15 per visit copayment	100% of allowed amount after \$30 copayment per visit after meeting calendar year deductible		
Drug Screening (as an adjunct to substance abuse treatment)	100% coverage	No coverage		
Provider Eligibility (provider must be licensed in one of these disciplines)	MD psychiatrist, PhD, PsyD, EdD, MSW, MSN, BCBA, LICSW, RNMSCS, MA (c)	MD psychiatrist, PhD, PsyD, EdD, MSW, MSN, LICSW, LMHC, LMFT, BCBA, RNCS, MA (c)		

- (a) Cross-accumulates with applicable out-of-network medical and behavioral health expenses. Note: Any amount incurred by a member for a covered service subject to the deductible rendered during the last 3 months of a calendar year shall be carried forward to the next calendar year's deductible, provided that the member had continuous coverage under the Plan through the GIC at the time the charges for the prior year were incurred.
- (b) Authorization is required for all non-routine outpatient services. Non-routine outpatient services include, but are not limited to Autism Spectrum Services, Psychological Testing and Neuropsychological testing and EAP.
- (c) Massachusetts independently licensed providers: psychiatrists, psychologists, licensed clinical social workers, licensed mental health counselors; licensed marriage and family therapist psychiatric nurse clinical specialists, board-certified behavioral analyst, and allied mental health professionals.
  - Maximum of one quarterly copayment per quarter if readmitted within 30 days.
- (d) Out-of-network care is subject to deductibles, copayments and coinsurance. Benefits are paid based on allowed charges, which are Beacon's reasonable and customary fees or negotiated fee maximums. If your out-of-network provider or facility charges more than these allowed charges, you may be responsible for the difference, in addition to any amount not covered by the benefit.

Please note: The words in italics have special meanings that are given in the glossary.

### **Benefits Explained (Non-Medicare Members)**

### **In-Network Services**

In order to receive maximum network benefits for Enrollee Assistance Program (EAP), mental health and substance abuse treatment, call Beacon at 1-855-750-8980 (TDD: 1-866-727-9441) to obtain a referral to an *in-network provider* and *pre-certify* all care.

Pre-certified in-network care has no deductible. Covered services are paid at 100% after the appropriate copayments (see the copayment schedule below). The calendar year out-of-pocket maximum for in-network services is \$5,000 per individual and \$10,000 per family. Only in-network copayments apply to the out-of-pocket maximum.

The following do not count toward the *out-of-pocket maximum*:

• Cost of treatment subject to exclusions

### **In-Network Benefits**

**Outpatient Care** – The *copayment* schedule for in-network outpatient *covered services* is shown below:

Table 20. Copayments for In-Network Outpatient Services (Non-Medicare)

Service	Copayment
Individual and Family Therapy, all visits; to include Autism Spectrum Disorder services	\$20 copayment
Medication Management, all visits	\$15 copayment
Group Therapy, all visits; to include Autism Spectrum Disorder group therapy services	\$15 copayment
Enrollee Assistance Program, up to 3 visits	No copayment

Failure to *pre-certify* any non-routine outpatient care – which includes, but is not limited to, Autism Spectrum Disorder services, Psychological Testing and Neuropsychological Testing – may result in no coverage.

**Routine Services** – Individual sessions, group therapy of 45 to 50 minutes in duration, and medication management are considered routine services. All routine services do not require *pre-certification*.

**Non-Routine** – The following services are considered *non-routine* and require *pre-certification*: Intensive Outpatient Treatment Programs, Outpatient Electroconvulsive Treatment (ECT), psychological testing and Autism Spectrum Disorder Services/Applied Behavioral Analysis (ABA).

**Intermediate Care** – *Pre-certified in-network* intermediate care deemed to be a *covered service* in a general or psychiatric hospital or in a substance abuse facility is covered at 100% after a \$150 *copayment* per calendar quarter. Failure to pre-certify intermediate care may result in no coverage.

**Inpatient Care** – *Pre-certified in-network* inpatient care deemed to be a *covered service* in a general or psychiatric hospital or in a substance abuse facility is covered at 100% after a \$150 *copayment* per calendar quarter. The *copayment* is waived if readmitted within 30 days with a maximum of one *copayment* per calendar quarter. Failure to pre-certify inpatient care may result in no coverage.

**Drug Screening** – Drug screening is covered at 100% when medically necessary as an adjunct to substance abuse treatment when provided in-network. (Excludes screening that is conducted as part of the member's participation in methadone treatment as that is billed as part of the methadone services).

**Autism Spectrum Disorders** – The plan will cover medically necessary services provided for the diagnosis and treatment of autism spectrum disorders pursuant to the requirements of the plan and to the extent of the requirements of Massachusetts law, including without limitation:

- Professional services by providers including care by appropriately credentialed, licensed or certified psychiatrists, psychologists, social workers, and board-certified behavior analysts.
- Habilitative and rehabilitative care, including, but not limited to, applied behavioral analysis by a board-certified behavior analyst as defined by law.

**Applied Behavioral Analysis Services (ABA)** – Coverage for services related to ABA (listed below) are based on medical necessity and managed under Beacon coverage determination guidelines. Services must be provided by, or under the direction of, an experienced psychiatrist and/or an experienced licensed psychiatric provider or conjoint supervision of paraprofessionals by a BCBA (or qualified licensed clinician) and include the following:

- Skills assessment by BCBA or qualified licensed clinician
- Conjoint supervision of paraprofessionals by BCBA (or qualified licensed clinician) with clients present
- Treatment planning conducted by a BCBA (or qualified licensed clinician)
- Direct ABA services by a BCBA or licensed clinician
- Direct ABA services by a paraprofessional or BCBA (if appropriately supervised)

ABA services must be *pre-certified*. Treatment that is not *pre-certified* may not be covered. Treatment deemed not a *covered service* will result in no coverage.

**Psychiatric Services** – Psychiatric services for autism spectrum disorders that are provided by, or under the direction of, an experienced psychiatrist and/or an experienced licensed psychiatric provider and are focused on treating maladaptive/stereotypic behaviors that are posing danger to self, others and property, and impairment in daily functioning, include:

- Diagnostic evaluations and assessment
- Treatment planning
- Referral services
- Medication management
- Inpatient/24-hour supervisory care
- Partial Hospitalization/Day Treatment
- Intensive Outpatient Treatment
- Services at a Residential Treatment Facility
- Individual, family, therapeutic group, and provider-based case management services
- Psychotherapy, consultation, and training session for parents and paraprofessional and resource support to family
- Crisis Intervention
- Transitional Care

**Psychological Testing** – Psychological testing, including neuropsychological testing for a mental health condition that is deemed to be a *covered service* is covered when *pre-certified*. Psychological testing that is not *pre-certified* may not be covered. You must obtain *pre-certification* before initiating psychological testing in order to confirm the extent of your coverage. Please note that neuropsychological testing for a medical condition is covered under the medical component of your plan.

### **Enrollee Assistance Program (EAP)**

The **EAP** can help with the following types of problems:

- 1. Breakup of a relationship
- 2. Divorce or separation
- 3. Becoming a stepparent
- 4. Helping children adjust to new family members
- 5. Death of a friend or family member
- **6.** Communication problems
- 7. Conflicts in relationships at work
- 8. Legal difficulties
- 9. Financial difficulties
- **10.** Childcare or eldercare needs
- 11. Aging
- **12**. Traumatic events

To use your EAP benefit, call 1-855-750-8980 (TDD: 1-866-727-9441). The procedures for *pre-certifying* EAP care and referral to an EAP provider are the same as for mental health and substance abuse services. A *Beacon clinician* will refer you to a trained EAP provider and/or other specialized resource (e.g., attorney, family mediator, dependent care service) in your community. A *Beacon clinician* may recommend mental health and substance abuse services if the problem seems to require help that is more extensive than EAP services can provide.

**EAP Counseling Visits** – As part of your EAP benefit, you have access to up to three EAP counseling visits per member, per year, with an in-network licensed provider. EAP counseling visits can help with problems affecting work/life balance or daily living, such as marital problems, stress at work, or difficulties adjusting to life changes. These visits are covered at 100%. You can contact Beacon at 1-855-750-8980 with any questions, to receive referrals and to pre-certify visits.

**Legal Services** – In addition to EAP counseling, legal assistance is available to enrollees of the UniCare State Indemnity Plan. Beacon's Legal Assistance services through Beacon's EAP give you free and discounted confidential access to a local attorney, who will answer legal questions, prepare legal documents and help solve legal issues. These services are provided:

- Free referral to a local attorney
- Free 30-minute consultation (phone or in-person) per legal matter
- 25% discount for ongoing services
- Free online legal information, including common forms and will kits

**Financial Counseling and Planning** – Financial counseling and planning services are also available through the EAP. The financial counseling benefit includes a 30 minute initial telephonic consultation with a financial counselor for assistance with issues such as credit repair, debt management and budgeting. The financial planning benefit includes a 30 minute initial consultation with a financial planner and 15% off of their rate for a Financial Plan Preparation.

**Child/Elder Care Referral Service** – Through Beacon's EAP, you can access assistance in locating a childcare of eldercare provider that meets your needs. You will receive a packet that contains informational literature, links to federal and private agencies and a list of independent referrals in their area. There is no cost to this referral service.

**Domestic Violence Resources and Assistance** – This EAP benefit includes access to a confidential, toll-free hotline available 24/7 that provides crisis intervention, safety planning, supportive listening and connection to appropriate resources. Beacon can also provide referrals to a wide range of supportive services for members experiencing domestic violence, including specialized counseling, temporary emergency housing, and legal assistance.

Employee Assistance Program for Agency Managers and Supervisors – The Commonwealth's Group Insurance Commission also offers an Employee Assistance Program to all managers and supervisors of agencies and municipalities. Managers and supervisors can receive critical incident response, confidential consultations and resource recommendations for dealing with employee problems such as low morale, disruptive workplace behavior, mental illness and substance abuse. Managers and supervisors can also access trainings for their teams on topics such as stress management and coping with challenging behaviors.

### **Out-of-Network Services**

*Out-of-network* care is subject to *deductibles*, *copayments* and *coinsurance*. Benefits are paid based on *allowed charges*, which are Beacon reasonable and customary fees or negotiated fee maximums. If your *out-of-network* provider or facility charges more than these *allowed charges*, you may be responsible for the difference, in addition to any amount not covered by the benefit.

*Out-of-network* mental health and substance abuse treatment is subject to a \$250 per person or \$750 per family calendar year *deductible*. Calendar year *deductibles cross-accumulate* between all *out-of-network* medical and behavioral health *covered services* and must be met prior to the appropriate payment for any *out-of-network* service.

### **Out-of-Pocket Maximum**

The *out-of-pocket maximum* for *out-of-network* care is \$3,000 per person each calendar year for *covered services* you receive at the *out-of-network* benefit level. Your behavioral health expenses count towards this *out-of-pocket maximum* when received from *out-of-network* providers.

The only charges that satisfy this *out-of-pocket maximum* are the *deductible*, *copayments* and *coinsurance* for *covered services* obtained at the *out-of-network* level of benefits. Once you satisfy the individual *out-of-pocket maximum* in a calendar year, all *covered services* you receive at the *out-of-network* level of benefits are covered at 100% of the *allowed charges* until the end of that calendar year.

**Important:** Once you have met your *out-of-pocket maximum* in a calendar year, you continue to pay for any costs in excess of *allowed charges*.

### Mental Health, Substance Abuse and Enrollee Assistance Programs

You cannot use the following to satisfy this *out-of-pocket maximum*:

- Charges for *out-of-network* care that exceeds the maximum number of days or visits
- Charges for care not deemed to be a covered service
- Charges in excess of Beacon allowed charges
- Any *copayment* or other amount you pay for *in-network covered services*

All *out-of-network* care must be *pre-certified* with Beacon in order to be eligible for coverage. Charges paid by the member for *out-of-network* outpatient care, if determined to be a *covered service* and if *pre-certified* when required, do count toward the *out-of-pocket maximum*. If it is determined that care was not a *covered service*, no benefits will be paid.

### Out-of-Network Benefits

**Outpatient Care** – *Pre-certified out-of-network* outpatient visits deemed to be a *covered service* are paid at 100% of *allowed charges* after meeting the calendar year deductible and a \$30 *copayment* per visit.

**Intermediate Care** – *Pre-certified out-of-network intermediate care* deemed to be a *covered service* is paid at 100% of *allowed charges* after meeting the \$200 *copayment* per quarter and the calendar year *deductible*. To ensure maximum coverage, it is important that you or your provider has *pre-certified* your care. No benefits will be paid if it was found not to be a *covered service* or not medically necessary.

**Inpatient Care** – *Pre-certified out-of-network* inpatient care deemed to be a *covered service* for mental health care or substance abuse treatment is paid at 100% of *allowed charges* in a general hospital, psychiatric facility or substance abuse facility.

Each admission to a hospital or facility is subject to a \$200 inpatient *copayment* per quarter per person in addition to the calendar year *deductible*. To ensure maximum coverage, it is important that you or your provider has *pre-certified* your care. No benefits will be paid if it was found not to be a *covered service* or not medically necessary.

**Drug Screening** – There is no coverage for *out-of-network* drug screening.

**Autism Spectrum Disorders** – The plan will cover medically necessary services provided for the diagnosis and treatment of autism spectrum disorders pursuant to the requirements of the plan and to the extent of the requirements of Massachusetts law, including without limitation:

- Professional services by providers including care by appropriately credentialed, licensed or certified psychiatrists, psychologists, social workers, and board-certified behavior analysts.
- Habilitative and rehabilitative care, including, but not limited to, applied behavioral analysis by a board-certified behavior analyst as defined by law.

**Applied Behavioral Analysis Services (ABA)** – Services related to ABA listed below based on medical necessity and managed under Beacon coverage determination guidelines and must be provided by, or under the direction of, an experienced psychiatrist and/or an experienced licensed psychiatric provider or conjoint supervision of paraprofessionals by a BCBA (or qualified licensed clinician) and include the following:

- Skills assessment by BCBA or qualified licensed clinician
- Conjoint supervision of paraprofessionals by BCBA (or qualified licensed clinician) with clients present
- Treatment planning conducted by a BCBA (or qualified licensed clinician)
- Direct ABA services by a BCBA or licensed clinician
- Direct ABA services by a paraprofessional or BCBA (if appropriately supervised)

ABA services must be *pre-certified*. Treatment that is not *pre-certified* may result in no coverage.

**Psychiatric Services** – Psychiatric services for autism spectrum disorders that are provided by, or under the direction of, an experienced psychiatrist and/or an experienced licensed psychiatric provider and are focused on treating maladaptive/stereotypic behaviors that are posing danger to self, others and property, and impairment in daily functioning, include:

- Diagnostic evaluations and assessment
- Treatment planning
- Referral services
- Medication management
- Inpatient/24-hour supervisory care
- Partial Hospitalization/Day Treatment
- Intensive Outpatient Treatment
- Services at a Residential Treatment Facility
- Individual, family, therapeutic group, and provider-based case management services
- Psychotherapy, consultation, and training session for parents and paraprofessional and resource support to family
- Crisis Intervention
- Transitional Care

**Psychological Testing** – *Out-of-network* psychological testing, including neuropsychological testing for a mental health condition that is deemed to be a *covered service* is covered when *pre-certified*. Psychological testing that is not *pre-certified* will result in no coverage. You must obtain *pre-certification* before initiating psychological testing in order to confirm the extent of your coverage. Please note that neuropsychological testing for a medical condition is covered under the medical component of your plan.

**Enrollee Assistance Program** – There is no coverage for *out-of-network* EAP services.

### Part IV – Benefits for Medicare Members

### **Benefits Chart (Medicare Members)**

The following chart summarizes certain benefits available to you. Be sure to read all of Part IV, which describes your benefits in detail and notes some important restrictions. Remember, in order to receive the maximum benefits, you must *pre-certify* your care with Beacon before you begin treatment. For assistance, call 24 hours a day, seven days a week: 1-855-750-8980 (TDD: 1-866-727-9441).

**Table 21. Benefits Chart for Medicare Members** 

<b>Covered Services</b>	<b>Network Benefits</b>	Out-of-Network Benefits (h)	
Calendar Year Deductible (a,b)	None	\$100 per person	
Out-of-Pocket Maximum (a)	\$1,000 per person	\$3,000 per person	
Benefit Maximums	Unlimited	Unlimited	
Inpatient Care			
Mental Health General Hospital Psychiatric Hospital	100%, after \$50 inpatient care copayment per calendar quarter (a,c)	80%, after \$150 per admission copayment and meeting calendar year deductible	
Substance Abuse General Hospital or Substance Abuse facility	100%, after \$50 inpatient care copayment per calendar quarter (a,c)	80%, after \$150 per admission copayment and meeting calendar year deductible	
Intermediate Care 24-hour intermediate care facilities, e.g., crisis stabilization, day/partial hospitals, structured outpatient treatment programs	100% coverage, after \$50 inpatient care <i>copayment</i> per calendar quarter (a,c)	80%, after \$150 per admission copayment and meeting calendar year deductible	
	Note: All intermediate and hospital care must be <i>pre-certified</i> .  For an emergent admission, you must notify Beacon within 24 hours to receive maximum benefits.		
Outpatient Care (e,f) – Mental Health, Substance Abuse and Enrollee Assistance Program (EAP)			
Enrollee Assistance Program (EAP) Including, but not limited to, depression, marital issues, family problems, alcohol and drug abuse, and grief. Also includes referral services – legal, financial, family mediation, and elder care.	Up to 4 visits: 100% coverage per member, per calendar year	No coverage for EAP	
	Note: Non-notification penalty for EAP services reduces benefit to zero: no benefits paid.		

Table 21. Benefits Chart for Medicare Members (continued)

<b>Covered Services</b>	Network Benefits	Out-of-Network Benefits (h)		
Outpatient Care (e,f) – Mental Health, Substance Abuse and Enrollee Assistance Program (EAP)				
Individual and Family Therapy; to include Autism Spectrum Disorder services	First 4 visits: 100% Visits 5 and over: 100% after \$10 copayment (d)	First 15 visits: 80% per visit Visits 16 and over: 50% per visit (applies after meeting calendar year deductible)		
Group Therapy, all types; to include Autism Spectrum Disorder services	First 4 visits: 100% Visits 5 and over: 100% after \$5 copayment (d)	First 15 visits: 80% per visit Visits 16 and over: 50% per visit (applies after meeting calendar year deductible)		
Medication Management: (15-30 minute psychiatrist visit)	First 4 visits: 100% Visits 5 and over: 100% after \$5 copayment (d)	First 15 visits: 80% per visit Visits 16 and over: 50% per visit (applies after meeting calendar year deductible)		
Drug Screening (as an adjunct to substance abuse treatment)	100% coverage	No coverage		
Provider Eligibility (provider must be licensed in one of these disciplines)	MD Psychiatrist, PhD, PsyD, EdD, MSW, MSN, LICSW, BCBA, RNMSCS, MA (g)	MD Psychiatrist, PhD, PsyD, EdD, MSW, MSN, LICSW, BCBA, RNMSCS, MA (g)		

- (a) Separate from medical deductible and medical out-of-pocket maximum. In-network and out-of-network out-of-pocket maximums do not cross-accumulate.
- (b) Cross-accumulates with all out-of-network mental health and substance abuse benefit levels.
- (c) Waived if readmitted within 30 days: maximum one deductible per calendar quarter.
- (d) In-network outpatient treatment that is not pre-certified receives out-of-network level of reimbursement.
- (e) All *out-of-network* visits in a given calendar year are accumulated to determine the appropriate *out-of-network* level of reimbursement.
- (f) Pre-certification is required for out-of-network outpatient visits. Non-routine outpatient services include, but are not limited to Autism Spectrum Services, Psychological Testing and Neuropsychological testing and EAP.
- (g) Massachusetts independently licensed providers: psychiatrists, psychologists, licensed clinical social workers, psychiatric nurse clinical specialists, board-certified behavioral analysts and allied mental health professionals.
- (h) Out-of-network care is subject to deductibles, copayments and coinsurance. Benefits are paid based on allowed charges, which are Beacon's reasonable and customary fees or negotiated fee maximums. If your out-of-network provider or facility charges more than these allowed charges, you may be responsible for the difference, in addition to any amount not covered by the benefit.

Please note: the words in italics have special meanings that are given in the Glossary section.

#### **Benefits Explained (Medicare Members)**

#### **In-Network Services**

In order to receive maximum network benefits for EAP, mental health, and substance abuse treatment you must call Beacon at 1-855-750-8980 (TDD: 1-866-727-9441) to obtain a referral to an *in-network provider* and *pre-certify* care.

*In-network* care has no *deductible*. *Covered services* are paid at 100% after the appropriate *copayments* (see the *copayment* schedule below). The calendar year *out-of-pocket maximum* for *in-network* services is \$1,000 per individual. Only *in-network copayments* apply to the *out-of-pocket maximum*.

The following do not count toward the *out-of-pocket maximum*:

• Cost of treatment subject to exclusions

#### **In-Network Benefits**

**Outpatient Care** – The *copayment* schedule for *in-network* outpatient *covered services* is shown below:

Table 22. Copayments for In-Network Outpatient Services (Medicare)

Service	Copayment	
Visits 1-4 (Individual, family, Autism Spectrum Disorder, medication management and group therapy)	No copayment	
Individual and Family Therapy, Autism Spectrum Disorder outpatient visit, visits 5 and over	\$10 copayment	
Medication Management, visits 5 and over	\$5 copayment	
Group Therapy, Autism Spectrum Disorder Group Therapy, visits 5 and over	\$5 copayment	

Failure to *pre-certify* any non-routine outpatient care – which includes, but is not limited to, treatment for Autism Spectrum Disorder, Psychological Testing and Neuropsychological Testing – may result in no coverage.

**Intermediate Care** – *Pre-certified in-network intermediate care* deemed to be a *covered service* in a general or psychiatric hospital or in a substance abuse facility is covered at 100% after \$50 *copayment* per calendar quarter. The *copayment* is waived if readmitted within 30 days, with a maximum of one *copayment* per calendar quarter. Failure to *pre-certify* intermediate care may result in no coverage.

**Inpatient Care** – *Pre-certified in-network* inpatient care deemed to be a *covered service* in a general or psychiatric hospital, or substance abuse facility is covered at 100% after a \$50 per calendar quarter *copayment*. The *copayment* is waived if readmitted within 30 days with a maximum of one *copayment* per calendar quarter. Failure to *pre-certify* inpatient care may result in no coverage.

**Drug Screening** – Drug screening is covered when medically necessary as an adjunct to substance abuse treatment when provided in-network. (Excludes screening that is conducted as part of the member's participation in methadone treatment that is billed as part of the methadone services.)

**Autism Spectrum Disorders** – The plan will cover medically necessary services provided for the diagnosis and treatment of autism spectrum disorders pursuant to the requirements of the plan and to the extent of the requirements of Massachusetts law, including without limitation:

- Professional services by providers including care by appropriately credentialed, licensed or certified psychiatrists, psychologists, social workers, and board-certified behavior analysts.
- Habilitative and rehabilitative care, including, but not limited to, applied behavioral analysis by a board-certified behavior analyst as defined by law.

**Applied Behavioral Analysis Services (ABA)** – Coverage for services related to ABA (listed below) are based on medical necessity and managed under Beacon coverage determination guidelines and must be provided by, or under the direction of, an experienced psychiatrist and/or an experienced licensed psychiatric provider or conjoint supervision of paraprofessionals by a BCBA (or qualified licensed clinician) include the following:

- Skills assessment by BCBA or qualified licensed clinician
- Conjoint supervision of paraprofessionals by BCBA (or qualified licensed clinician) with clients present
- Treatment planning conducted by a BCBA (or qualified licensed clinician)
- Direct ABA services by a BCBA or licensed clinician
- Direct ABA services by a paraprofessional or BCBA (if appropriately supervised)

ABA services must be *pre-certified*. Treatment that is not *pre-certified* may not be covered. Treatment deemed not a *covered service* will result in no coverage.

**Psychiatric Services** – Psychiatric services for autism spectrum disorders that are provided by, or under the direction of, an experienced psychiatrist and/or an experienced licensed psychiatric provider and are focused on treating maladaptive/stereotypic behaviors that are posing danger to self, others and property, and impairment in daily functioning, include:

- Diagnostic evaluations and assessment
- Treatment planning
- Referral services
- Medication management
- Inpatient/24-hour supervisory care
- Partial Hospitalization/Day Treatment
- Intensive Outpatient Treatment
- Services at a Residential Treatment Facility
- Individual, family, therapeutic group, and provider-based case management services
- Psychotherapy, consultation, and training session for parents and paraprofessional and resource support to family
- Crisis Intervention
- Transitional Care

**Psychological Testing** – Psychological testing, including neuropsychological testing for a mental health condition that is deemed to be a *covered service* is covered when *pre-certified*. Psychological testing that is not *pre-certified* may not be covered. You must obtain *pre-certification* before initiating psychological testing in order to confirm the extent of your coverage.

#### **Enrollee Assistance Program (EAP)**

The **Enrollee Assistance Program** can help with the following types of problems:

- Breakup of a relationship
- Divorce or separation
- Becoming a stepparent
- Helping children adjust to new family members
- Death of a friend or family member
- Communication problems
- Conflicts in relationships at work
- Legal difficulties
- Financial difficulties
- Child or eldercare needs
- Aging
- Traumatic events

To use your EAP benefit, call 1-855-750-8980 (TDD: 1-866-727-9441). The procedures for *pre-certifying* EAP care and referral to an EAP provider are the same as for mental health and substance abuse services. You will be referred by a *Beacon clinician* to a trained EAP provider and/or other specialized resource (e.g., attorneys, family mediators, dependent care services) in your community. A *Beacon clinician* may recommend mental health and substance abuse services if the problem seems to require more extensive help than EAP services can provide.

**EAP Counseling Visits** – As part of your EAP benefit, you have access to up to four EAP counseling visits per member, per year, with an in-network licensed provider. EAP counseling visits can help with problems affecting work/life balance or daily living, such as marital problems, stress at work, or difficulties adjusting to life changes. These visits are covered at 100%. You can contact Beacon at 1-855-750-8980 with any questions, to receive referrals and to pre-certify visits.

**Legal Services** – In addition to EAP counseling, legal assistance is available to enrollees of the UniCare State Indemnity Plan. Beacon's Legal Assistance services give you free and discounted confidential access to a local attorney, who will answer legal questions, prepare legal documents, and help solve legal issues. The services provide:

- Free referral to a local attorney
- Free 30-minute consultation (phone or in-person) per legal matter
- 25% discount for ongoing services
- Free online legal information, including common forms and will kits

**Financial Counseling and Planning** – Financial counseling and planning services are also available through the EAP. The financial counseling benefit includes a 30 minute initial telephonic consultation with a financial counselor for assistance with issues such as credit repair, debt management and budgeting. The financial planning benefit includes a 30 minute initial consultation with a financial planner and 15% off of their rate for a Financial Plan Preparation.

**Child/Elder Care Referral Service** – Through Beacon's EAP, you can access assistance in locating a childcare of eldercare provider that meets your needs. You will receive a packet that contains informational literature, links to federal and private agencies and a list of independent referrals in their area. There is no cost to this referral service.

**Domestic Violence Resources and Assistance** – This EAP benefit includes access to a confidential, toll-free hotline available 24/7 that provides crisis intervention, safety planning, supportive listening and connection to appropriate resources. Beacon can also provide referrals to a wide range of supportive services for members experiencing domestic violence, including specialized counseling, temporary emergency housing, and legal assistance.

Employee Assistance Program for Agency Managers and Supervisors – The Commonwealth's Group Insurance Commission also offers an Employee Assistance Program to all managers and supervisors of agencies and municipalities. Managers and supervisors can receive critical incident response, confidential consultations and resource recommendations for dealing with employee problems such as low morale, disruptive workplace behavior, mental illness, and substance abuse. Managers and supervisors can also access trainings for their teams on topics such as stress management and coping with challenging behaviors.

#### **Out-of-Network Services**

Out-of-network care is subject to deductibles, copayments, and coinsurance. Benefits are paid based on allowed charges that are Beacon reasonable and customary fees or negotiated fee maximums. If your out-of-network provider or facility charges more than these allowed charges, you may be responsible for the difference, in addition to any amount not covered by the benefit.

Out-of-network mental health, and substance abuse treatment is subject to a \$100 per person calendar year deductible. Calendar year deductibles must be met prior to inpatient copayments and cross-accumulates between all out-of-network mental health and substance abuse benefit levels.

**Out-Of-Pocket Maximum** – A \$3,000 individual *out-of-pocket maximum* applies to each calendar year for *covered services* you receive at the *out-of-network* level of benefits.

The only charges that satisfy this *out-of-pocket maximum* are the *deductible*, *copayments*, and *coinsurance* for *covered services* obtained at the *out-of-network* level of benefits. Once you satisfy the individual *out-of-pocket maximum* in a calendar year, all *covered services* you receive at the *out-of-network* level of benefits are covered at 100% of the *allowed charges* until the end of that calendar year.

Important: Once you have met your *out-of-pocket maximum* in a calendar year, you continue to pay for any costs in excess of *allowed charges*.

You cannot use the following to satisfy this *out-of-pocket maximum*:

- Charges for *out-of-network* care that exceeds the maximum number of days or visits
- Charges for care not deemed to be a *covered service*
- Charges in excess of Beacon allowed charges
- Any *copayments* or other amount you pay for *in-network covered services*

All out-of-network care must be *pre-certified* with Beacon in order to obtain maximum coverage. All *out-of-network* outpatient visits in a calendar year, including mental health, substance abuse and EAP outpatient visits, medication management visits, and in-home mental health care visits, are accumulated to determine the appropriate *out-of-network* level of reimbursement. There are different levels of reimbursement for *out-of-network* outpatient visits 1-15 and visits 16 and over as described below. Also, all *out-of-network* outpatient visits are subject to the same *pre-certification* requirements as *in-network* benefits in order to be eligible for coverage. Charges paid by the covered person for *out-of-network* outpatient visits are subject to the same *pre-certification* requirements

#### Mental Health, Substance Abuse and Enrollee Assistance Programs

of-network outpatient care, if determined to be a covered service and if pre-certified when required, do count toward the out-of-pocket maximum. If it is determined that care was not a covered service, no benefits will be paid.

#### **Out-of-Network Benefits**

**Outpatient Care** – *Out-of-network* outpatient visits 1-15 deemed to be a *covered service* are paid at 80% of Beacon's *allowed charges*, after your \$100 calendar year *deductible* is met. *Out-of-network* outpatient visits after visit 15 are paid at 50% of Beacon's *allowed charges* if deemed to be a *covered service*. Charges paid by the covered person for outpatient *out-of-network* care in excess of Beacon's *allowed charges* do not count towards the *out-of-pocket maximum*.

**Intermediate Care** – *Out-of-network* intermediate care deemed to be a *covered service* for mental health care or substance abuse treatment is paid at 80% of *allowed charges* in a general hospital, psychiatric facility, or substance abuse facility.

Each admission to a hospital or facility is subject to a \$150 *intermediate care copayment* per admission in addition to the calendar year *deductible*. To ensure maximum coverage, it is important that you or your provider has *pre-certified* your care. No benefits will be paid if it was found not to be a *covered service* or not medically necessary.

**Inpatient Care** – *Out-of-network* inpatient care deemed to be a *covered service* for mental health care or substance abuse treatment is paid at 80% of *allowed charges* in a general hospital, psychiatric facility, or substance abuse facility.

Each admission to a hospital or facility is subject to a \$150 inpatient *copayment* per admission in addition to the calendar year *deductible*. To ensure maximum coverage, it is important that you or your provider has *pre-certified* your care. No benefits will be paid if it was found not to be a *covered service* or not medically necessary.

**Drug Screening** – There is no coverage for *out-of-network* drug screening.

**Autism Spectrum Disorders** – The plan will cover medically necessary services provided for the diagnosis and treatment of autism spectrum disorders pursuant to the requirements of the plan and to the extent of the requirements of Massachusetts law, including without limitation:

- Professional services by providers including care by appropriately credentialed, licensed or certified psychiatrists, psychologists, social workers, and board-certified behavior analysts.
- Habilitative and rehabilitative care, including, but not limited to, applied behavioral analysis by a board-certified behavior analyst as defined by law.

**Applied Behavioral Analysis Services (ABA)** – Services related to ABA (listed below) based on medical necessity and managed under Beacon coverage determination guidelines and must be provided by, or under the direction of, an experienced psychiatrist and/or an experienced licensed psychiatric provider or conjoint supervision of paraprofessionals by a BCBA (or qualified licensed clinician) include the following:

- Skills assessment by BCBA or qualified licensed clinician
- Conjoint supervision of paraprofessionals by BCBA (or qualified licensed clinician) with clients present
- Treatment planning conducted by a BCBA (or qualified licensed clinician)

- Direct ABA services by a BCBA or licensed clinician
- Direct ABA services by a paraprofessional or BCBA (if appropriately supervised)

ABA services must be *pre-certified*. Treatment that is not *pre-certified* may result in no coverage.

**Psychiatric Services** – Psychiatric services for autism spectrum disorders that are provided by, or under the direction of, an experienced psychiatrist and/or an experienced licensed psychiatric provider and are focused on treating maladaptive/stereotypic behaviors that are posing danger to self, others and property, and impairment in daily functioning, include:

- Diagnostic evaluations and assessment
- Treatment planning
- Referral services
- Medication management
- Inpatient/24-hour supervisory care
- Partial Hospitalization/Day Treatment
- Intensive Outpatient Treatment
- Services at a Residential Treatment Facility
- Individual, family, therapeutic group, and provider-based case management services
- Psychotherapy, consultation, and training session for parents and paraprofessional and resource support to family
- Crisis Intervention
- Transitional Care

**Enrollee Assistance Program** – There is no coverage for *out-of-network* EAP services.

**Psychological Testing** – *Out-of-network* psychological testing, including neuropsychological testing for a mental health condition that is deemed to be a *covered service*, is covered when *pre-certified*. Psychological testing that is not *pre-certified* will result in no coverage. You must obtain *pre-certification* before initiating psychological testing in order to confirm the extent of your coverage. Please note that neuropsychological testing for a medical condition is covered under the medical component of your plan.

## Part V – What's Not Covered: Exclusions (All Plan Members)

The following exclusions apply regardless of whether the services, supplies or treatment described in this section are recommended or prescribed by the member's provider and/or are the only available treatment options for the member's condition.

This plan does not cover services, supplies or treatment relating to, arising out of or given in connection with the following:

- Services performed in connection with conditions not classified in the current edition of the *Diagnostic and Statistical Manual of Mental Health Disorders* (DSM)
- Prescription drugs or over-the-counter drugs and treatments. (Refer to your prescription drug plan for benefit information.)
- Services or supplies for mental health and substance abuse treatment that, in the reasonable judgment of Beacon fits any of the following descriptions:
  - Is not consistent with the symptoms and signs of diagnosis and treatment of the behavioral disorder, psychological injury or substance abuse
  - Is not consistent with prevailing national standards of clinical practice for the treatment of such conditions
  - Is not consistent with prevailing professional research which would demonstrate that the service or supplies will have a measurable and beneficial health outcome
  - Typically does not result in outcomes demonstrably better than other available treatment
    alternatives that are less intensive or more cost effective; or that are consistent with the
    Beacon level-of-care clinical criteria, clinical practice guidelines or best practices as
    modified from time to time
  - Beacon may consult with professional clinical consultants, peer review committees or other appropriate sources for recommendations and information
- Services, supplies or treatments that are considered unproven, investigational, or experimental because they do not meet generally accepted standards of medical practice in the United States. The fact that a service, treatment or device is the only available treatment for a particular condition will not result in it being a *covered service* if the service, treatment or device is considered to be unproven, investigational or experimental.
- Custodial care, except for the acute stabilization of the member, and returning the member back to his or her baseline level of individual functioning. Care is determined to be custodial when it provides a protected, controlled environment for the primary purpose of protective detention and/or providing services necessary to ensure the *member's* competent functioning in activities of daily living; or when it is not expected that the care provided or psychiatric treatment alone will reduce the disorder, injury or impairment to the extent necessary for the *member* to function outside a structured environment. This applies to *members* for whom there is little expectation of improvement in spite of any and all treatment attempts.

- Neuropsychological testing for the diagnosis of attention-deficit hyperactivity disorder. (Note: Neuropsychological testing for medical conditions is covered under the medical component of your plan.)
- Examinations or treatment, unless it otherwise qualifies as behavioral health services, when:
  - Required solely for purposes of career, education, sports or camp, travel, employment, insurance, marriage, or adoption; or
  - Ordered by a court except as required by law; or
  - Conducted for purposes of medical research; or
  - Required to obtain or maintain a license of any type
- Herbal medicine, or holistic or homeopathic care, including herbal drugs or other forms of alternative treatment as defined by the Office of Alternative Medicine of the National Institutes of Health.
- Nutritional counseling, except as prescribed for the treatment of primary eating disorders as part of a comprehensive multimodal treatment plan.
- Weight reduction or control programs, special foods, food supplements, liquid diets, diet plans or any related products or supplies.
- Services or treatment rendered by unlicensed providers, including pastoral counselors (except as required by law), or services or treatment outside the scope of a provider's licensure.
- Personal convenience or comfort items, including but not limited to such items as TVs, telephones, computers, beauty or barber services, exercise equipment, air purifiers, or air conditioners.
- Light boxes and other equipment, including durable medical equipment, whether associated with a behavioral or non-behavioral condition.
- Private duty nursing services while confined in a facility.
- Surgical procedures including but not limited to sex transformation operations.
- Smoking cessation related services and supplies.
- Travel or transportation expenses, unless Beacon has requested and arranged for the member to be transferred by ambulance from one facility to another.
- Services performed by a provider who is a family member by birth or marriage, including spouse, brother, sister, parent or child. This includes any service the provider may perform on himself or herself.
- Services performed by a provider with the same legal residence as the member.
- Mental health and substance abuse services for which the *member* has no legal responsibility to pay, or for which a charge would not ordinarily be made in the absence of coverage under the plan.
- Charges in excess of any specified plan limitations.
- Any charges for missed appointments.
- Any charges for record processing except as required by law.

#### Mental Health, Substance Abuse and Enrollee Assistance Programs

- Services provided under another plan. Services or treatment for which other coverage is required by federal, state or local law to be purchased or provided through other arrangements. This includes but is not limited to coverage required by workers' compensation, no-fault auto insurance or similar legislation. If a *member* could have elected workers' compensation or coverage under a similar law (or could have it elected for him/her), benefits will not be paid.
- Behavioral health services received as a result of war or any act of war, whether declared or undeclared or caused during service in the armed forces of any country when covered person is legally entitled to other coverage.
- Treatment or services received prior to a *member* being eligible for coverage under the plan or after the date the *member*'s coverage under the plan ends.

# APPENDICES (ALL PLAN MEMBERS)

Appendix A: GIC Notices

**Appendix B**: Privacy Notices

**Appendix C:** Forms

Appendix D: Interpreting and Translating Services

Appendix E: Federal and State Mandates

Appendix F: Your Right to Appeal

Appendix G: Preventive Care Schedules

**Appendix H:** Preferred Vendors

### **Appendix A: GIC Notices**

#### All Plan Members

- Important Notice from the Group Insurance Commission (GIC) about Your Prescription Drug Coverage and Medicare
- Important Information from the Group Insurance Commission about Your HIPAA Portability Rights
- The Uniformed Services Employment and Reemployment Rights Act (USERRA)
- Notice about the Federal Early Retiree Reinsurance Program

## Important Notice from the Group Insurance Commission (GIC) about Your Prescription Drug Coverage and Medicare

Please read this notice carefully and keep it where you can find it. This notice has information about your current prescription drug coverage with the Plan and about your options under Medicare's prescription drug coverage. This information can help you decide whether or not you want to join a Medicare drug plan. If you are considering joining, you should compare your current coverage, including which drugs are covered at what cost, with the coverage and costs of the plans offering Medicare prescription drug coverage in your area. Information about where you can get help to make decisions about your prescription drug coverage is at the end of this notice.

FOR MOST PEOPLE, THE DRUG COVERAGE THAT YOU CURRENTLY HAVE THROUGH YOUR GIC HEALTH PLAN IS A <u>BETTER</u> VALUE THAN THE MEDICARE DRUG PLANS, SO YOU DON'T NEED TO PAY FOR ADDITIONAL DRUG COVERAGE.

### There are two important things you need to know about your current coverage and Medicare's prescription drug coverage:

- 1. Medicare prescription drug coverage became available in 2006 to everyone with Medicare. You can get this coverage if you join a Medicare Prescription Drug Plan or join a Medicare Advantage Plan (like an HMO or PPO) that offers prescription drug coverage. All Medicare drug plans provide at least a standard level of coverage set by Medicare. Some plans may also offer more coverage for a higher monthly premium.
- 2. The GIC has determined that the prescription drug coverage offered by your plan is, on average for all participants, expected to pay out as much as standard Medicare prescription drug coverage pays and is therefore considered Creditable Coverage. Because your existing coverage is Creditable Coverage, you can keep this coverage and not pay a higher premium (a penalty) if you later decide to join a Medicare drug plan.

#### When Can You Join a Medicare Drug Plan?

You can join a Medicare drug plan when you first become eligible for Medicare and each year from October 15<sup>th</sup> to December 7<sup>th</sup>.

However, if you lose your current creditable prescription drug coverage, through no fault of your own, you will also be eligible for a two month Special Enrollment Period (SEP) to join a Medicare drug plan.

## What Happens to Your Current Coverage if You Decide to Join a Medicare Drug Plan?

- You can continue to receive prescription drug coverage through your GIC health plan rather than joining a Medicare drug plan. Most GIC members do not need to do anything and should not enroll in a Medicare drug plan.
- Your GIC drug coverage is part of your GIC health insurance which pays for your health expenses as well as your prescription drugs.
- If you elect Medicare drug coverage, you will have to pay for the entire Medicare drug coverage premium.
- If you should enroll in a Medicare drug plan while you are also enrolled in Fallon Senior Plan or Tufts Health Plan Medicare Preferred, you will lose your GIC-sponsored health plan coverage under current Medicare rules.
- If you have limited income and assets, the Social Security Administration offers help paying for Medicare prescription drug coverage. Help is available online at **www.socialsecurity.gov**, or by phone at (800) 772-1213, or TTY: (800) 325-0778.
- If you do decide to join a Medicare drug plan and drop your current GIC health coverage, be aware that you and your dependents may not be able to get this coverage back.

#### When Will You Pay a Higher Premium (Penalty) to Join a Medicare Drug Plan?

You should also know that if you drop or lose your current coverage with a GIC plan and don't join a Medicare drug plan within 63 continuous days after your current coverage ends, you may pay a higher premium (a penalty) to join a Medicare drug plan later.

If you go 63 continuous days or longer without creditable prescription drug coverage, your monthly premium may go up by at least 1% of the Medicare base beneficiary premium per month for every month that you did not have that coverage. For example, if you go 19 months without creditable coverage, your premium may consistently be at least 19% higher than the Medicare base beneficiary premium. You may have to pay this higher premium (a penalty) as long as you have Medicare prescription drug coverage. In addition, you may have to wait until the following November to join.

## For More Information about This Notice or Your Current Prescription Drug Coverage ...

Contact the GIC at (617) 727-2310, ext. 1.

**Note:** You'll get this notice each year. You will also get it before the next period you can join a Medicare drug plan, and if this coverage through the Group Insurance Commission changes. You may request a copy of this notice at any time.

## For More Information about Your Options under Medicare Prescription Drug Coverage ...

More detailed information about Medicare plans that offer prescription drug coverage is in the "Medicare & You" handbook. You'll get a copy of the handbook in the mail every year from Medicare. You may also be contacted directly by Medicare drug plans.

For more information about Medicare prescription drug coverage:

- Visit www.medicare.gov.
- Call your State Health Insurance Assistance Program (see the inside back cover of your copy of the "Medicare & You" handbook for their telephone number) for personalized help.
- Call 1-800-MEDICARE (1-800-633-4227); TTY users should call 1-877-486-2048.

If you have limited income and resources, extra help paying for Medicare prescription drug coverage is available. For information about this extra help, visit Social Security on the web at **www.socialsecurity.gov**, or call them at 1-800-772-1213 (TTY 1-800-325-0778).

Remember: Keep this Creditable Coverage notice. If you decide to join one of the Medicare drug plans, you may be required to provide a copy of this notice when you join to show whether or not you have maintained creditable coverage and, therefore, whether or not you are required to pay a higher premium (a penalty).

## Important Information from the Group Insurance Commission about Your HIPAA Portability Rights

#### **Pre-existing condition exclusions**

Some group health plans restrict coverage for medical conditions present before an individual's enrollment. These restrictions are known as "pre-existing condition exclusions." A pre-existing condition exclusion can apply only to conditions for which medical advice, diagnosis, care, or treatment was recommended or received within a specified period of time before your "enrollment date." Your enrollment date is your first day of coverage under the plan, or, if there is a waiting period, the first day of your waiting period. In addition, a pre-existing condition exclusion cannot last for more than 12 months after your enrollment date (in some cases, 18 months if you are a late enrollee). Finally, a pre-existing condition exclusion cannot apply to pregnancy or genetic information and cannot apply to a child who is enrolled in health coverage within 30 days after birth, adoption, or placement for adoption.

If a plan imposes a pre-existing condition exclusion, the length of the exclusion must be reduced by the amount of your prior creditable coverage. Most health coverage is creditable coverage, including group health plan coverage, COBRA continuation coverage, coverage under an individual health policy, Medicare, Medicaid, State Children's Health Insurance Program (SCHIP), and coverage through high-risk pools and the Peace Corps. If you do not receive a certificate for past coverage, talk to your new plan administrator.

You can add up any creditable coverage you have. However, if at any time you went for 63 days or more without any coverage (called a break in coverage) a plan may not have to count the coverage you had before the break.

#### Prohibition against discrimination based on a health factor

Under HIPAA, a group health plan may not keep you (or your dependents) out of the plan based on anything related to your health. Also, a group health plan may not charge you (or your dependents) more for coverage, based on health, than the amount charged a similarly situated individual.

#### Right to individual health coverage

Under HIPAA, if you are an "eligible individual," you have a right to buy certain individual health policies (or in some states, to buy coverage through a high-risk pool) without a pre-existing condition exclusion. To be an eligible individual, you must meet the following requirements:

- You have had coverage for at least 18 months without a break in coverage of 63 days or more;
- Your most recent coverage was under a group health plan;
- Your group coverage was not terminated because of fraud or nonpayment of premiums;
- You are not eligible for COBRA continuation coverage or you have exhausted your COBRA benefits (or continuation coverage under a similar state provision); and
- You are not eligible for another group health plan, Medicare, or Medicaid, and do not have any other health insurance coverage.

The right to buy individual coverage is the same whether you are laid off, fired, or quit your job.

Therefore, if you are interested in obtaining individual coverage and you meet the other criteria to be an eligible individual, you should apply for this coverage as soon as possible to avoid losing your eligible individual status due to a 63-day break.

## The Uniformed Services Employment and Reemployment Rights Act (USERRA)

The Uniformed Services Employment and Reemployment Rights Act (USERRA) protects the rights of individuals who voluntarily or involuntarily leave employment positions to undertake military service or certain types of service in the National Disaster Medical System. USERRA also prohibits employers from discriminating against past and present members of the uniformed services, and applicants to the uniformed services. The GIC has more generous guidelines for benefit coverage that apply to persons subject to USERRA, as set forth below:

- If you leave your job to perform military service, you have the right to elect to continue your existing employer-based health plan coverage for you and your dependents while in the military.
- Even if you don't elect to continue coverage during your military service, you have the right to be reinstated to GIC health coverage when you are reemployed, generally without any waiting periods or exclusions except for service-connected illnesses or injuries.
- Service members who elect to continue their GIC health coverage are required to pay the employee's share for such coverage.
- USERRA coverage runs concurrently with COBRA and other state continuation coverage.
- The U.S. Department of Labor, Veterans Employment and Training Service (VETS) is authorized to investigate and resolve complaints of USERRA violations.

For assistance in filing a complaint, or for any other information on USERRA, contact VETS at **1-866-4-USA-DOL** or visit its website at **http://www.dol.gov/vets**. An interactive online USERRA Advisor can be viewed at **http://www.dol.gov/elaws/userra.htm**. If you file a complaint with VETS and VETS is unable to resolve it, you may request that your case be referred to the Department of Justice or the Office of Special Counsel, as applicable, for representation. You may also bypass the VETS process and bring a civil action against an employer for violations of USERRA. The rights listed here may vary depending on the circumstances.

For more information, please contact the Group Insurance Commission at (617) 727-2310, ext. 1.

#### Notice about the Federal Early Retiree Reinsurance Program

The notice below is a requirement of the federal Patient Protection and Affordable Care Act's Early Retiree Reinsurance Program, for which the Group Insurance Commission (GIC) has applied for reinsurance funds. Although the GIC has received reinsurance funds, it is too early to say exactly how the GIC will allocate such funds. The GIC's expectation is that part of such funding would be used to enhance existing programs, and part could be used to lower members' costs, and to subsidize, in part, member claims costs. You will be informed as to any such programs and benefit enhancements as soon as they are determined.

You are a plan participant, or are being offered the opportunity to enroll as a plan participant, in an employment-based health plan that is certified for participation in the new federal health reform's Early Retiree Reinsurance Program. The Early Retiree Reinsurance Program is a federal program that was established under the Patient Protection and Affordable Care Act. Under the Early Retiree Reinsurance Program, the federal government reimburses a plan sponsor of an employment-based health plan for some of the costs of health care benefits paid on behalf of, or by, early retirees and certain family members of early retirees participating in the employment-based plan. By law, the program expires on January 1, 2014.

Under the Early Retiree Reinsurance Program, your plan sponsor **may choose** to use any reimbursements it received from this program to reduce or offset increases in plan participants' premium contributions, copayments, deductibles, coinsurance or other out-of-pocket costs. If the plan sponsor **chooses** to use the Early Retiree Reinsurance Program reimbursements in this way, you, as a plan participant, may experience changes that may be advantageous to you, in your health plan coverage terms and conditions, for so long as the reimbursements under this program are available and this plan sponsor chooses to use the reimbursements for this purpose. A plan sponsor may also use the Early Retiree Reinsurance Program reimbursements to reduce or offset increases in its own costs for maintaining your health benefits coverage, which may increase the likelihood that it will continue to offer health benefits coverage to its retirees and employees and their families.

If you have received this notice by email, you are responsible for providing a copy of this notice to your family members who are participants in this plan.

### **Appendix B: Privacy Notices**

- UniCare's HIPAA Notice of Privacy Practices
- Maine Notice of Additional Privacy Rights

#### **UniCare's HIPAA Notice of Privacy Practices**

#### Effective September 23, 2013

#### **State Notice of Privacy Practices**

As mentioned in our Health Insurance Portability and Accountability Act (HIPAA) notice, we must follow state laws that are stricter than the federal HIPAA privacy law. This notice explains your rights and our legal duties under state law. This applies to life insurance benefits, in addition to health, dental and vision benefits that you may have.

#### **Your Personal Information**

We may collect, use and share your non-public personal information (PI) as described in this notice. PI identifies a person and is often gathered in an insurance matter.

We may collect PI about you from other persons or entities, such as doctors, hospitals or other carriers. We may share PI with persons or entities outside of our company – without your OK in some cases. If we take part in an activity that would require us to give you a chance to opt out, we will contact you. We will tell you how you can let us know that you do not want us to use or share your PI for a given activity. You have the right to access and correct your PI. Because PI is defined as any information that can be used to make judgments about your health, finances, character, habits, hobbies, reputation, career and credit, we take reasonable safety measures to protect the PI we have about you. A more detailed state notice is available upon request. Please call the phone number printed on your ID card.

#### **HIPAA Notice of Privacy Practices**

This notice describes how health, vision and dental information about you may be used and disclosed, and how you can get access to this information with regard to your health benefits. Please review it carefully.

We keep the health and financial information of our current and former members private, as required by law, accreditation standards and our rules. This notice explains your rights. It also explains our legal duties and privacy practices. We are required by federal law to give you this notice.

#### **Your Protected Health Information**

We may collect, use and share your Protected Health Information (PHI) for the following reasons and others as allowed or required by law, including the HIPAA Privacy rule:

#### For payment

We use and share PHI to manage your account or benefits; or to pay claims for health care you get through your plan. For example, we keep information about your premium and deductible payments. We may give information to a doctor's office to confirm your benefits.

#### For health care operations

We use and share PHI for our health care operations. For example, we may use PHI to review the quality of care and services you get. We may also use PHI to provide you with case management or care coordination services for conditions like asthma, diabetes or traumatic injury.

#### For treatment activities

We do not provide treatment. This is the role of a health care provider, such as your doctor or a hospital. But, we may share PHI with your health care provider so that the provider may treat you.

#### To you

We must give you access to your own PHI. We may also contact you to let you know about treatment options or other health-related benefits and services. When you or your dependents reach a certain age, we may tell you about other products or programs for which you may be eligible. This may include individual coverage. We may also send you reminders about routine medical checkups and tests.

#### To others

In most cases, if we use or disclose your PHI outside of treatment, payment, operations or research activities, we must get your OK in writing first. We must receive your written OK before we can use your PHI for certain marketing activities. We must get your written OK before we sell your PHI. If we have them, we must get your OK before we disclose your provider's psychotherapy notes. Other uses and disclosures of your PHI not mentioned in this notice may also require your written OK. You always have the right to revoke any written OK you provide. You may tell us in writing that it is OK for us to give your PHI to someone else for any reason. Also, if you are present and tell us it is OK, we may give your PHI to a family member, friend or other person. We would do this if it has to do with your current treatment or payment for your treatment. If you are not present, if it is an emergency, or you are not able to tell us it is OK, we may give your PHI to a family member, friend or other person if sharing your PHI is in your best interest.

#### As allowed or required by law

We may also share your PHI, as allowed by federal law, for many types of activities. PHI can be shared for health oversight activities. It can also be shared for judicial or administrative proceedings, with public health authorities, for law enforcement reasons, and with coroners, funeral directors or medical examiners (about decedents). PHI can also be shared with organ donation groups for certain reasons, for research, and to avoid a serious threat to health or safety. It can be shared for special government functions, for Workers' Compensation, to respond to requests from the U.S. Department of Health and Human Services, and to alert proper authorities if we reasonably believe that you may be a victim of abuse, neglect, domestic violence or other crimes. PHI can also be shared as required by law. If you are enrolled with us through an employer-sponsored group health plan, we may share PHI with your group health plan. We and/or your group health plan may share PHI with the sponsor of the plan. Plan sponsors that receive PHI are required by law to have controls in place to keep it from being used for reasons that are not proper. If your employer pays your premium or part of your premium, but does not pay your health insurance claims, your employer is not allowed to receive your PHI – unless your employer promises to protect your PHI and makes sure the PHI will be used for legal reasons only.

#### Authorization

We will get an OK from you in writing before we use or share your PHI for any other purpose not stated in this notice. You may take away this OK at any time, in writing. We will then stop using your PHI for that purpose. But, if we have already used or shared your PHI based on your OK, we cannot undo any actions we took before you told us to stop.

#### Genetic information

We cannot use or disclose PHI that is an individual's genetic information for underwriting.

#### **Your Rights**

Under federal law, you have the right to:

- Send us a written request to see or get a copy of certain PHI, or ask that we correct your PHI that you believe is missing or incorrect. If someone else (such as your doctor) gave us the PHI, we will let you know so you can ask him or her to correct it.
- Send us a written request to ask us not to use your PHI for treatment, payment or health care operations activities. We are not required to agree to these requests.
- Give us a verbal or written request to ask us to send your PHI using other means that are reasonable. Also, let us know if you want us to send your PHI to an address other than your home if sending it to your home could place you in danger.
- Send us a written request to ask us for a list of certain disclosures of your PHI. Call Customer Service at the phone number printed on your identification (ID) card to use any of these rights. Customer Service representatives can give you the address to send the request. They can also give you any forms we have that may help you with this process.
- Right to a restriction for services you pay for out of your own pocket: If you pay in full for any medical services out of your own pocket, you have the right to ask for a restriction. The restriction would prevent the use or disclosure of that PHI for treatment, payment or operations reasons. If you or your provider submits a claim to UniCare, UniCare does not have to agree to a restriction (see Your Rights, above). If a law requires the disclosure, UniCare does not have to agree to your restriction.

#### **How We Protect Information**

We are dedicated to protecting your PHI, and have set up a number of policies and practices to help make sure your PHI is kept secure.

We have to keep your PHI private. If we believe your PHI has been breached, we must let you know.

We keep your oral, written and electronic PHI safe using physical, electronic, and procedural means. These safeguards follow federal and state laws. Some of the ways we keep your PHI safe include securing offices that hold PHI, password-protecting computers, and locking storage areas and filing cabinets. We require our employees to protect PHI through written policies and procedures. These policies limit access to PHI to only those employees who need the data to do their job. Employees are also required to wear ID badges to help keep people who do not belong out of areas where sensitive data is kept. Also, where required by law, our affiliates and non-affiliates must protect the privacy of data we share in the normal course of business. They are not allowed to give PHI to others without your written OK, except as allowed by law.

#### **Potential Impact of Other Applicable Laws**

HIPAA (the federal privacy law) generally does not preempt, or override, other laws that give people greater privacy protections. As a result, if any state or federal privacy law requires us to provide you with more privacy protections, then we must also follow that law in addition to HIPAA.

#### **Complaints**

If you think we have not protected your privacy, you can file a complaint with us. You may also file a complaint with the Office for Civil Rights in the U.S. Department of Health and Human Services. We will not take action against you for filing a complaint.

#### **Contact Information**

Please call Customer Service at the phone number printed on your ID card. Representatives can help you apply your rights, file a complaint or talk with you about privacy issues.

#### **Copies and Changes**

You have the right to get a new copy of this notice at any time. Even if you have agreed to get this notice by electronic means, you still have the right to a paper copy. We reserve the right to change this notice. A revised notice will apply to PHI we already have about you, as well as any PHI we may get in the future. We are required by law to follow the privacy notice that is in effect at this time. We may tell you about any changes to our notice in a number of ways. We may tell you about the changes in a member newsletter or post them on our website. We may also mail you a letter that tells you about any changes.

#### **Effective Date of this Notice**

The original effective date of this Notice was April 14, 2003. The most recent revision date is indicated on the first page of this Notice.

#### **Breast Reconstruction Surgery Benefits**

If you ever need a benefit-covered mastectomy, we hope it will give you some peace of mind to know that your UniCare benefits comply with the Women's Health and Cancer Rights Act of 1998, which provides for:

- Reconstruction of the breast(s) that underwent a covered mastectomy.
- Surgery and reconstruction of the other breast to restore a symmetrical appearance.
- Prostheses and coverage for physical complications related to all stages of a covered mastectomy, including lymphedema.

All applicable benefit provisions will apply, including existing deductibles, copayments and/or coinsurance. Contact your Plan administrator for more information.

Si necesita ayuda en español para entender este documento, puede solicitarla sin costo adicional, llamando al número de servicio al cliente que aparece al dorso de su tarjeta de identificación o en el folleto de inscripción.

This Notice is provided by the following companies:



UniCare Life & Health Insurance Company

#### **Maine Notice of Additional Privacy Rights**

The Maine Insurance Information and Privacy Protection Act provides consumers in Maine with the following additional rights.

- The right:
  - To obtain access to the consumer's recorded personal information in the possession or control of a regulated insurance entity,
  - To request correction if the consumer believes the information to be inaccurate, and
- To add a rebuttal statement to the file if there is a dispute;
- The right to know the reasons for an adverse underwriting decision (previous adverse underwriting decisions may not be used as the basis for subsequent underwriting decisions unless the carrier makes an independent evaluation of the underlying facts); and
- The right, with very narrow exceptions, not to be subjected to pretext interviews.

## **Appendix C: Forms**

This appendix contains the following forms:

- Fitness Club Reimbursement Form
- Tobacco Cessation Counseling Reimbursement Form
- Bill Checker Program Form
- You can download these and other forms, such as claim forms, from www.unicarestateplan.com.

If you don't have access to a computer, you can request forms by calling UniCare Customer Service at (800) 442-9300.

# **Appendices**

#### **Fitness Club Reimbursement Form**



Please print clearly. Keep a copy of all receipts and documents for your records. Please be sure to sign the form. The reimbursement is paid once each year as a lump sum to the plan enrollee, upon proof of fitness club membership and payment.

1. Name of Enrollee (Last, First, MI)	2. UniCare ID Number	3. Date of Birth		
4. Enrollee Address:	5. Fitness Club Name and Address:			
Phone:	Phone:			
6. Name of Member (Last, First, MI) 7. Member's Relationship to I		Enrollee:		
8. Proof of membership:	9. Amount paid:			
☐ Copy of fitness club membership agreement				
10. Proof of payment (check one):				
Itemized receipt from the fitness club, showing the dates of membership and dollar amounts paid				
Copies of receipts for fitness club membership dues				
☐ Credit card statement or receipt				
Statement from fitness club indicating payment was made (on club letterhead and with authorized signature)				
Receipts or statements must include member name, amount charged, amount paid and service dates.				
I agree to the information written above, and verify that I met the requirements of the program.				
11. Signature (required): Date:				
The person signing this form is advised that the willful entry of false or fraudulent information renders you liable to be withdrawn from this fitness reimbursement program.				
Please send this form and all documentation to:				
UniCare State Indemnity Plan – Fitness Club Reimbursement PO Box 9016 Andover, MA 01810				

For Plan Use Only			
. Troccadic code.	13. Diagnosis: 799.9		
	14. TIN: 000000002		

#### **Tobacco Cessation Counseling Reimbursement Form**



Please print clearly. Keep a copy of all receipts and documents for your records. Please be sure to sign the form. The reimbursement is paid upon proof of tobacco cessation counseling and payment.

1. Name of Enrollee (Last, First, MI)		2. UniCare ID Number	3. Date of Birth	
4. Enrollee Address:		5. Smoking Cessation Provider Name and Address:		
Phone:		Phone:		
6. Name of Member (Last, First, MI)		7. Member's Relationship to Enrollee:		
8. Dates of Service:	From:	То:		
9. Number of minutes:		10. Amount paid:		
11. Proof of participation in program  Receipt must include member name	☐ Itemized re	•	nt paid.	
I agree to the information written above, and verify that I met the requirements of the program.				
12. Signature (required):	Doto:			
The person signing this form is advised that the willful entry of false or fraudulent information renders you liable to be withdrawn from this tobacco cessation counseling reimbursement program.				
Please send this form and all docum	nentation to:			
UniCare State Indemnity Plan – T	obacco Cessa	ation Counseling Reimburse	ement	

PO Box 9016 Andover, MA 01810

For Plan Use Only			
13. Procedure code: S9453	14. Diagnosis: 305.1	15. TIN: 000000002	

# Appendices

#### **Bill Checker Program Form (Non-Medicare Members)**

The Plan's Bill Checker Program gives you the opportunity to share in any savings resulting from errors you detect on your medical bills. Please note that duplicate claims and services not covered under the Plan will not be reviewed under the Bill Checker Program.

Please attach a photocopy of both the initial and revised bills and mail them to:

Andover Ser P.O. Box 901 Andover, M.				
Enrollee ID #	Ł			
Patient Name	·			
Hospital Nam	ne			
Date of Servi	ce			
Inpatient:	□ Yes	□ No		
Outpatient:	☐ Yes	□No		

# **Appendix D: Interpreting and Translating Services**

If you need a language interpreter when you contact the Andover Service Center, a customer service representative will access a language line and connect you with an interpreter who will translate your conversation with the representative. If you are deaf or hard of hearing and have a TDD machine, you can contact the UniCare State Indemnity Plan by calling its telecommunications device for the deaf (TDD) line at (800) 322-9161 or (978) 474-5163.

#### Servicios de interpretación y traducción

Si usted necesita un intérprete de su idioma para comunicarse con el Andover Service Center, el representante de atención al cliente que le atiende a usted se pondrá en contacto telefónico con un intérprete, el cual traducirá lo que ambos digan y hará posible su conversación con dicho representante. Si usted es sordo o duro de oído y tiene una máquina TDD, póngase en contacto con el UniCare State Indemnity Plan llamando a su línea TDD de telecomunicaciones para sordos: (800) 322-9161 ó (978) 474-5163.

#### Serviços de Interpretação e Tradução

Se você precisar de um intérprete para uma outra língua quando você entrar em contato com o Andover Service Center, um representante do serviço ao consumidor irá acessar uma linha de línguas e conectá-lo com um intérprete que irá traduzir sua comversa com o representante. Se você for surdo ou tiver dificuldade para escutar e tiver uma máquina de TDD, você pode contactar o UniCare State Indemnity Plan telefonando para a linha do seu dispositivo de telecomunicaões para os surdos (TDD) no número (800) 322-9161 ou (978) 474-5163.

#### Services de traduction et d'interprétation

Si vous avez besoin d'un interprète lorsque vous contactez le Andover Service Center, un représentant du service clientèle se connectera alors à un service d'interprétation par téléphone et vous mettra en relation avec un interprète qui traduira votre conversation. Si vous êtes sourd ou malentendant et que vous possédez un appareil TDD (Telecommunications Device for the Deaf, appareil de télécommunication pur sourds et malentendants), vous pouvez contacter le UniCare State Indemnity Plan en appelant leur service TDD au (800) 322-9161 ou (978) 474-5163.

#### Servizi di traduzione e interpretazione

Se avete bisogno di un interprete quando prendete contatto con il Andover Service Center, un rappresentante servizio clienti si metterà allora in linea con il servizio d'interpretazione e vi metterà in relazione con un interprete che farà la traduzione della vostra conversazione. Se debole d'udito o sordo e possedete un apparecchio TDD (dispositivo Telecomunicazioni per sordi) potete prendere contatto con il UniCare State Indemnity Plan telefonando al loro servizio TDD al (800) 322-9161 o al (978) 474-5163.

#### Sèvis Entèprèt

Si w bezwen yon entèprèt pou lang lè w kontakte Andover Service Center, yon reprezntan sèvis kliyantèl la pral kontakte yon liy pou lang, epi lap kontekte w ak yon entèprète kí pral tradwi konvèsasyon w ak reprezantan an. Si w pa kapab tande byen, epi ou gen yon machin TDD, ou ka kontakte UniCare State Indemnity Plan si w rele nimewo aparèy telekominikasyon pou moun soud la (TDD), ki se (800) 322-9161 oswa (978) 474-5163.

#### 口笔译服务

如果您联系Andover(安多佛)服务中心时需要口译,客户服务代表会接通一条语言专线,为您联系一名口译员来翻译您与服务代表之间的对话。如果您失聪或有听力困难而且使用TDD机,您可以与UniCare州保障计划处联系,拨打他们的听力障碍者专用通讯设备电话(TDD): (800) 322-9161或 (978) 474-5163

#### Υπηρεσίες Μετάφρασης και Διερμηνείας

Αν χρειάζεστε μεταφραστή γλώσσας όταν επικοινωνείτε με το Κέντρο Εξυπηρέτησης του Απόονει, ένας αντιπρόσωπος εξυπηρέτησης πελατών θα σας συνδέσει με ένα διερμηνέα μέσω τηλεφωνικής γραμμής, και αυτός θα μεταφράσει τη συζήτησή σας με τον αντιπρόσωπο. Αν είστε κωφάλαλος ή πάσχετε από βαρηκοΐα και έχετε μηχανή ΤΣΚ, μπορείτε να επικοινωνήσετε με το Πρόγραμμα Αποζημίωσης UniCare της Πολιτείας τηλεφωνώντας στη γραμμή που είναι συμβατή με την τηλεπικοινωνιακή συσκευή για κωφούς (ΤΣΚ) στο (800) 322-9161 ή στο (978) 474-5163.

#### សេវាកម្មបកប្រែផ្ទាល់មាត់ និងឯកសារ

បើលោក-អ្នកត្រូវការអ្នកបកប្រែកាសាម្នាក់នៅពេលលោកអ្នកទាក់ទងទៅមន្ទីរលេវាកម្មអែនជ្វឺ(Andover Service
Center) តំណាងសេវាកម្មអតិថិជននឹងប្រើប្រាស់ខ្សែភាសា
ហើយតភ្ជាប់លោក-អ្នកជាមួយអ្នកបកប្រែម្នាក់ដែលនឹង
បកប្រែកិច្ចសន្ទនារបស់លោក-អ្នកជាមួយអ្នកតំណាងនោះ។
បើសិនជាលោក-អ្នកថ្លង់ ឬក៏មានការលំបាកក្នុងការស្ដាប់
និងមានម៉ាស៊ីន TDD លោក-អ្នកអាចទាក់ទងទៅយូនីឃែវិ៍
ស្ដេត អ៊ីនឌឹមនិធី ផ្លែន(UniCare State Indemnity Plan)
ដោយទូរស័ព្ទទៅឧបករណ៍សំរាប់ទាក់ទងសំរាប់មនុស្សថ្ងង់
(TDD)របស់គេទៅខ្សែលេខ (800) 322-9161 ឬ
(978) 474-5163 ។

#### فدمات الترجمة

ذا احتاجت إلي مترجم لغات عند اتصالك بمركز خدمة ندوفر Andover Service Center، فإن مندوب خدمة لعملاء سوف يقوم بالاتصال بخط الغات ويوصلك مترجم سيقوم بترجمة محادثتك مع المندوب. إذا كنت صم أو تعانى من ضعف في السمع ولديك جهاز TDD، مكنك الاتصال بخطة ضمان يونيكير UniCare State عن طريق إجراء اتصال بخط لاتصالات للصم (TDD) على الرقم 1616-922 (800) و 974-5163).

#### ສູນບໍລິການແປພາສາ

ຖ້ຳທ່ານຕ້ອງການຜູ້ແປພາສາ ໃຫ້ທ່ານຕິດຕໍ່ກັບ ສູນບໍລິການແອນໂດເວີ ຜູ້ຕາງໜ້າສູນໃຫ້ບໍລິການ ລູກຄ້າ ຈະສີ່ງເຂົ້າສາຍພາສາ ແລະຕໍ່ສາຍຂອງທ່ານ ກັບຜູ້ແປພາສາ ຊຶ່ງຈະເປັນຜູ້ແປການສິນທະນາຂອງ ທ່ານກັບຜູ້ຕາງໜ້າ. ຖ້າທ່ານຫູໜວກ ຫຼືຟັງຍາກ ແລະ ມີເຄື່ອງຊ່ວຍຟັງ (TDD), ທ່ານສາມາດຕິດຕໍ່ກັບ ໂຄງການເງິນຊີດເຊີຍຂອງ ຢູນິແຄ ສເຕທ ໂດຍໂທລະສັບໄປທີ່ (TDD), ໄດ້ທີ່ເບີ (800) 322-9161 ຫຼື (978) 474-5163.

#### Услуги Устного и Пнсьменного Перевода

Если Вам нужны услуги переводчика, когда Вы звоните в Центр услуг Андовера, специалист по работе с клиентами соединит Вас с переводчиком, который переведёт Ваш разговор. Если Вы глухи или имеете нарушения слуха и TDD устройство, Вы можете связаться с программой «UniCare State Indemnity Plan», позвонив на специальную линию для глухих (TDD) по номеру (800) 322-9161 или (978) 474-5163.

### **Appendix E: Federal and State Mandates**

- Premium Assistance Under Medicaid and the Children's Health Insurance Program (CHIP)
- Coverage for Reconstructive Breast Surgery
- Minimum Maternity Confinement Benefits

## Premium Assistance Under Medicaid and the Children's Health Insurance Program (CHIP)

If you or your children are eligible for Medicaid or CHIP and you are eligible for health coverage from your employer, your state may have a premium assistance program that can help pay for coverage. These states use funds from their Medicaid or CHIP programs to help people who are eligible for these programs, but also have access to health insurance through their employer. If you or your children are not eligible for Medicaid or CHIP, you will not be eligible for these premium assistance programs.

If you or your dependents are already enrolled in Medicaid or CHIP and you live in a state listed below, you can contact your state Medicaid or CHIP office to find out if premium assistance is available.

If you or your dependents are NOT currently enrolled in Medicaid or CHIP, and you think you or any of your dependents might be eligible for either of these programs, you can contact your state Medicaid or CHIP office or dial **1-877-KIDS NOW** or **www.insurekidsnow.gov** to find out how to apply. If you qualify, you can ask the state if it has a program that might help you pay the premiums for an employer-sponsored plan.

Once it is determined that you or your dependents are eligible for premium assistance under Medicaid or CHIP, as well as eligible under your employer plan, your employer must permit you to enroll in your employer plan if you are not already enrolled. This is called a "special enrollment" opportunity, and you must request coverage within 60 days of being determined eligible for premium assistance. If you have questions about enrolling in your employer plan, you can contact the Department of Labor electronically at www.askebsa.dol.gov or by calling toll free 1-866-444-EBSA (3272).

If you live in one of the following states, you may be eligible for assistance paying your employer health plan premiums. The following list of states is current as of January 31, 2014. You should contact your state for further information on eligibility.

# **Appendices**

#### Premium Assistance Under Medicaid and CHIP

#### ALABAMA - Medicaid

Website: http://www.medicaid.alabama.gov

Phone: 1-855-692-5447

#### ALASKA - Medicaid

Website: http://health.hss.state.ak.us/

dpa/programs/medicaid/

Phone (Outside of Anchorage): 1-888-318-8890

Phone (Anchorage): 907-269-6529

#### ARIZONA - CHIP

Website: http://www.azahcccs.gov/applicants

Phone (Outside of Maricopa County):

1-877-764-5437

Phone (Maricopa County): 602-417-5437

#### COLORADO - Medicaid

Medicaid Website: http://www.colorado.gov/ Medicaid Phone (In state): 1-800-866-3513 Medicaid Phone (Out of state): 1-800-221-3943

#### FLORIDA - Medicaid

Website: https://www.flmedicaidtplrecovery.com/

Phone: 1-877-357-3268

#### **GEORGIA - Medicaid**

Website: http://dch.georgia.gov/

Click on Programs, then Medicaid, then Health Insurance Premium Payment (HIPP)

Phone: 1-800-869-1150

#### **IDAHO – Medicaid**

Medicaid Website:

http://healthandwelfare.idaho.gov/ Medical/Medicaid/PremiumAssistance/

tabid/1510/Default.aspx

Medicaid Phone: 1-800-926-2588

#### INDIANA - Medicaid

Website: http://www.in.gov/fssa

Phone: 1-800-889-9949

#### IOWA - Medicaid

Website: www.dhs.state.ia.us/hipp/

Phone: 1-888-346-9562

#### KANSAS - Medicaid

Website: http://www.kdheks.gov/hcf/

Phone: 1-800-792-4884

#### **KENTUCKY - Medicaid**

Website: http://chfs.ky.gov/dms/default.htm

Phone: 1-800-635-2570

#### LOUISIANA - Medicaid

Website: http://www.lahipp.dhh.louisiana.gov

Phone: 1-888-695-2447

#### MAINE - Medicaid

Website: http://www.maine.gov/dhhs/ofi/

public-assistance/index.html

Phone: 1-800-977-6740 TTY 1-800-977-6741

#### MASSACHUSETTS - Medicaid and CHIP

Website: http://www.mass.gov/MassHealth

Phone: 1-800-462-1120

#### MINNESOTA - Medicaid

Website: http://www.dhs.state.mn.us/

Click on Health Care, then Medical Assistance

Phone: 1-800-657-3629

#### MISSOURI - Medicaid

Website: http://www.dss.mo.gov/mhd/

participants/pages/hipp.htm

Phone: 573-751-2005

#### **MONTANA – Medicaid**

Website: http://medicaidprovider.hhs.mt.gov/

clientpages/clientindex.shtml

Phone: 1-800-694-3084

#### NEBRASKA - Medicaid

Website: www.ACCESSNebraska.ne.gov

Phone: 1-800-383-4278

#### **NEVADA - Medicaid**

Medicaid Website: http://dwss.nv.gov/ Medicaid Phone: 1-800-992-0900

#### **NEW HAMPSHIRE – Medicaid**

Website: http://www.dhhs.nh.gov/ oii/documents/hippapp.pdf

Phone: 603-271-5218

#### **NEW JERSEY – Medicaid and CHIP**

Medicaid Website: http://www.state.nj.us/ humanservices/dmahs/clients/medicaid/

Medicaid Phone: 609-631-2392

CHIP Website:

http://www.njfamilycare.org/index.html

CHIP Phone: 1-800-701-0710

#### **NEW YORK – Medicaid**

Website:

http://www.nyhealth.gov/health\_care/medicaid/

Phone: 1-800-541-2831

#### **NORTH CAROLINA - Medicaid**

Website: http://www.ncdhhs.gov/dma

Phone: 919-855-4100

#### NORTH DAKOTA - Medicaid

Website: http://www.nd.gov/dhs/services/

medicalserv/medicaid/ Phone: 1-800-755-2604

#### **OKLAHOMA - Medicaid and CHIP**

Website: http://www.insureoklahoma.org

Phone: 1-888-365-3742

#### **OREGON - Medicaid**

Website: http://www.oregonhealthykids.gov http://www.hijossaludablesoregon.gov

Phone: 1-800-699-9075

#### PENNSYLVANIA - Medicaid

Website: http://www.dpw.state.pa.us/hipp

Phone: 1-800-692-7462

#### RHODE ISLAND - Medicaid

Website: www.ohhs.ri.gov Phone: 401-462-5300

#### **SOUTH CAROLINA - Medicaid**

Website: http://www.scdhhs.gov

Phone: 1-888-549-0820

#### **SOUTH DAKOTA – Medicaid**

Website: http://dss.sd.gov Phone: 1-888-828-0059

#### TEXAS - Medicaid

Website: https://www.gethipptexas.com/

Phone: 1-800-440-0493

#### **UTAH - Medicaid and CHIP**

Website: http://health.utah.gov/upp

Phone: 1-866-435-7414

#### **VERMONT**– Medicaid

Website: http://www.greenmountaincare.org/

Phone: 1-800-250-8427

#### VIRGINIA - Medicaid and CHIP

Medicaid Website:

http://www.dmas.virginia.gov/rcp-HIPP.htm

Medicaid Phone: 1-800-432-5924 CHIP Website: http://www.famis.org/

CHIP Phone: 1-866-873-2647

#### WASHINGTON - Medicaid

Website: http://www.hca.wa.gov/

medicaid/premiumpymt/pages/index.aspx

Phone: 1-800-562-3022 ext.15473

#### WEST VIRGINIA - Medicaid

Website: www.dhhr.wv.gov/bms/

Phone: 1-877-598-5820, HMS Third Party Liability

#### **WISCONSIN** – Medicaid

Website: http://www.badgercareplus.org/

pubs/p-10095.htm Phone: 1-800-362-3002

#### WYOMING - Medicaid

Website:

http://health.wyo.gov/healthcarefin/equalitycare

Phone: 307-777-7531

To see if any more states have added a premium assistance program since January 31, 2014, or for more information on special enrollment rights, you can contact either:

#### **U.S. Department of Labor**

Employee Benefits Security Administration www.dol.gov/ebsa 1-866-444-EBSA (3272) 2323, Menu Option 4, Ext. 61565

#### U.S. Department of Health and Human Services

Centers for Medicare & Medicaid Services www.cms.hhs.gov 1-877-267-2323, Menu Option 4, Ext. 61565<sup>1</sup>

#### **Coverage for Reconstructive Breast Surgery**

Coverage is provided for reconstructive breast surgery as follows:

- 1. All stages of breast reconstruction following a mastectomy
- 2. Reconstruction of the other breast to produce a symmetrical appearance after mastectomy
- **3.** Prostheses and treatment of physical complications of all stages of mastectomy, including lymphedemas

Benefits for reconstructive breast surgery will be payable on the same basis as any other illness or injury under the Plan, including the application of appropriate deductibles and coinsurance amounts.

Several states have enacted similar laws requiring coverage for treatment related to mastectomy. If the law of your state is applicable and is more generous than the federal law, your benefits will be paid in accordance with your state's law.

#### **Minimum Maternity Confinement Benefits**

Coverage is provided for inpatient hospital services for a mother and newborn child for a minimum of:

- 1. 48 hours following an uncomplicated vaginal delivery, and
- 2. 96 hours following an uncomplicated caesarean section

Any decision to shorten the minimum confinement period will be made by the attending physician in consultation with the mother. If a shortened confinement is elected, coverage will include one home visit for post-delivery care.

Home post-delivery care is defined as health care provided to a woman at her residence by a physician, registered nurse or certified nurse midwife. The health care services provided must include, at a minimum:

- 1. Parent education
- 2. Assistance and training in breast or bottle feeding, and
- 3. Performance of necessary and appropriate clinical tests

Any subsequent home visits must be clinically necessary and provided by a licensed health care provider.

You must notify the Plan within 24 hours – one business day – of being admitted to the hospital. Please call a nurse reviewer at the Andover Service Center if you have questions.

<sup>1</sup> OMB Control Number 1210-0137 (expires 10/31/2016)

#### **Mental Health Parity (Non-Medicare Members)**

#### **Federal Mental Health Parity**

On October 3, 2008, the Mental Health Parity and Addiction Equity Act of 2008 (MHPAEA) became law. This Act supplements prior provisions under the Mental Health Parity Act of 1996 (MHPA), which required parity with respect to aggregate lifetime and annual dollar limits for mental health benefits. MHPAEA continued the MHPA parity rules for mental health benefits, and amended them to extend to substance use disorder benefits.

The MHPAEA requires group health plans that offer mental health (MH) or substance use (SU) benefits to provide those benefits at parity with medical/surgical benefits. It is important to note that MHPAEA does not mandate a plan to provide MH/SU disorder benefits. Rather, if a plan provides medical/surgical and MH/SU benefits, it must comply with the parity provisions.

If a plan provides coverage for MH/SU disorder in one of the following six classifications, the plan must provide coverage in all of the classifications in which medical/surgical benefits are available.

- 1. Inpatient, in-network
- 2. Inpatient, out-of-network
- 3. Outpatient, in-network
- 4. Outpatient, out-of-network
- 5. Emergency care
- **6.** Prescription drugs

Therefore, a plan that provides medical/surgical benefits on an outpatient basis may not limit MH/SU disorder benefits to inpatient care only. If a plan provides medical/surgical benefits on an out-of-network basis the plan must also offer MH/SU disorder benefits on an out-of-network basis.

MHPAEA prohibits plans that offer coverage for MH/SU disorder benefits from imposing higher deductibles, copayments, coinsurance, out-of-pocket expenses or more restrictive treatment limits (limits on the frequency of treatment, number of visits, days of coverage, or other similar limits on the scope or duration of treatment) on MH/SU disorder benefits that are more restrictive than those that apply to medical/surgical benefits.

**For example:** If a plan provides medical coverage payable at 80% for in-network providers and 50% for out-of-network providers, then (if the plan provides MH/SU benefits), it must also provide MH/SU benefits covered at 80% for in-network and 50% for out-of-network providers.

In addition, MHPAEA requires parity for non-quantitative treatment limitations such as, medical management standards limiting or excluding benefits based on medical necessity, whether a treatment is experimental or investigative, formulary design for prescription drugs, refusal to pay for higher-cost therapies until it can be shown that a lower-cost therapy is not effective, and plan methods used to determine usual, customary, and reasonable fee charges.

MHPAEA provides that, any processes, strategies, evidentiary standards, or other factors used in applying the non-quantitative treatment limitation with respect to MH/SU disorder benefits must be comparable to, and applied no more stringently than those used in applying the limitation with respect to medical/surgical benefits, except to the extent that recognized clinically appropriate standards of care may permit a difference.

The criteria for medical necessity determinations made under a plan with respect to MH/SU disorder benefits will be made available to you, your beneficiary, or contracting provider upon request.

#### **Massachusetts State Mental Health Parity**

As a resident of Massachusetts, you are entitled to the protections afforded under the Massachusetts Mental Health Parity Laws. More stringent state mental health parity laws are not preempted by the federal law. If for example, a state law requires parity for all diagnoses listed in the Diagnostic and Statistical Manual of Mental Disorders published by the American Psychiatric Association (DSM), the state requirement remains in place.

The Massachusetts Mental Health Parity Laws require that fully insured health insurance plans provide mental health benefits on a nondiscriminatory basis for the diagnosis and treatment of biologically-based mental health disorders, as described in the most recent edition of the DSM.

A "nondiscriminatory basis" means that copayments, coinsurance, deductibles, unit of service limits (such as hospital days and outpatient visits), and/or annual or lifetime maximums are not greater for mental disorders than those required for physical conditions, and that office visit copayments are not greater than those required for primary care visits.

Biologically-based mental disorders consist of the following diagnoses:

- 1. Schizophrenia
- 2. Schizoaffective disorder
- 3. Major depressive disorder
- 4. Bipolar disorder
- **5**. Paranoia and other psychotic disorders
- **6.** Obsessive-compulsive disorder
- 7. Panic disorder
- **8.** Delirium and dementia
- **9.** Affective disorders
- **10.** Eating disorder
- **11.** Post traumatic stress disorder
- **12.** Substance abuse disorders
- **13**. Autism

Massachusetts law also requires coverage for medically necessary mental health services for all other mental and substance abuse disorders (including the treatment of alcoholism) described in the most recent edition of the DSM, but not otherwise provided for as biologically-based disorders, for a minimum of 60 days of inpatient treatment and 24 outpatient visits during each 12 month period.

An insurer is required to provide adequate access to behavioral health services which means:

- The network contains all mandated provider types;
- The network providers offer the full range of mandated services for all types of covered mental conditions, including specific treatment modalities appropriate for all ages of patients;
- Medically necessary outpatient, intermediate and inpatient mental health treatment in the least restrictive clinically appropriate setting;
- There are sufficient numbers of providers available in the network so that no patient must wait a medically inappropriate amount of time to receive care for acute conditions;
- Care is being delivered promptly and appropriately; and
- Provider directories contain the names of all behavioral health providers in the insurer's network

In addition, non-discriminatory coverage is required for non-biologically based mental, behavioral or emotional disorders described in the DSM that substantially interfere or limit the functioning and social interactions of children and adolescents under the age of 19. The interference or limitation must be documented and referred for treatment by the primary care physician, primary pediatrician or a licensed mental health professional, or be evidenced by conduct including, but not limited to:

- An inability to attend school as a result of the disorder:
- The need to hospitalize the child or adolescent as a result of the disorder; or
- A pattern of conduct or behavior caused by the disorder that poses a serious danger to self or others.

Coverage for an adolescent who is engaged in an ongoing course of treatment beyond their 19<sup>th</sup> birthday will be continued until the course of treatment, as specified in the adolescent's treatment plan, is completed. Coverage for the ongoing treatment will continue under the current contract or a subsequent contract which may become effective.

Massachusetts Mental Health Parity Law also requires coverage for benefits on a non-discriminatory basis for the diagnosis and treatment of rape-related mental or emotional disorders to victims of a rape or victims of an assault with intent to commit rape, whenever the costs of such diagnosis and treatment exceed the maximum compensation awarded to such victims by law.

#### **Complaints**

If you believe your MH/SU coverage is not compliant with the Mental Health Parity Laws, you may file a verbal or written complaint with the Massachusetts Division of Insurance, Consumer Services Section.

A written complaint may be made by using the Division's complaint form. A copy of the form may be requested by telephone, mail, or accessed on the Division's website at:

http://www.mass.gov/ocabr/consumer/insurance/file-a-complaint/filing-a-complaint.html

Complaints may be submitted by telephone to the Division's Consumer Services Section by calling (877) 563-4467 or (617) 521-7794. All verbal complaints by telephone must be followed up by a written submission to the Consumer Services Section, and must include the following information requested on the Insurance Complaint Form:

- The complainant's name and address;
- The nature of complaint; and
- The complainant's signature authorizing the release of any information regarding the complaint to help the Division with its review of the complaint.

## **Appendix F: Your Right to Appeal**

The following procedures describe how the Plan handles member inquiries, complaints and grievances/appeals.

#### **Internal Inquiry Process**

The Plan provides an internal process for responding to inquiries. An "inquiry" is any communication by you or your authorized representative to the Plan that has not been the subject of an adverse determination and that requests redress of an action, omission or policy of the Plan. An adverse determination is a determination by the Plan, based upon a review of information, to deny, reduce, modify or terminate a hospital admission, continued inpatient stay, or the availability of any other health care services, for failure to meet the requirements for coverage based on medical necessity; appropriateness of health care setting and level of care; or effectiveness.

The Plan maintains records of each member inquiry, and the Plan's response to the inquiry, for a period of two years. These records are subject to inspection by the Massachusetts Commissioner of Insurance and the Department of Public Health.

#### **Internal Grievances/Appeals Process**

If your inquiry has not been explained or resolved to your satisfaction within three business days of the inquiry, it automatically becomes a complaint. A "complaint" is either an inquiry made by you or your authorized representative to the Plan that is not explained or resolved to your satisfaction within three business days of the inquiry, or a matter involving an adverse determination.

The Plan will provide you with a written notice that describes your right to have your complaint processed as an internal grievance/appeal. To initiate a grievance/appeal, contact the Plan at (800) 442-9300, or send the grievance/appeal to the Plan in writing. For assistance in resolving grievances/appeals with the UniCare State Indemnity Plan, call the Office of Patient Protection at (800) 436-7757.

A "grievance/appeal" is any verbal or written complaint submitted to the Plan that has been initiated by you or your authorized representative regarding any aspect or action of the Plan relative to you, including but not limited to review of adverse determinations regarding scope of coverage, denial of services, quality of care and administrative operations.

Your request to initiate the internal grievance/appeal process should be made within 180 days of the Plan's notification to you that you have the right to have your complaint processed as a grievance/appeal. Your request should state why you believe the Plan did not resolve your complaint to your satisfaction or, in the case of an adverse determination, why you believe the determination was in conflict with Plan provisions. You should include all supporting documentation (at your own expense).

The Plan will provide you, or your authorized representative, with a written acknowledgment of the receipt of a grievance/appeal within 15 business days of its receipt of your grievance/appeal, whether it is received in writing or verbally through Customer Service. UniCare will provide you, or your authorized representative, with a written resolution of your grievance/appeal within 30 business days of receipt of the verbal or written grievance/appeal. See "Time Requirements for Resolution of Grievances/Appeals" below.

Any grievance/appeal filed that requires the review of medical records must contain your written signature, or that of your authorized representative, on a form provided by the Plan. This form authorizes the release of medical and treatment information relevant to the grievance/appeal submitted to the Plan, when necessary, in a manner consistent with state and federal law. The Plan will request this authorization from you when necessary for grievances/appeals received through Customer Service, or for any written grievances/appeals that lack this authorization. You or your authorized representative will have access to any medical information and records relevant to your grievance/appeal that is in the possession of the Plan and under its control.

#### Time Requirements for Resolution of Grievances/Appeals

The Plan will provide you, or your authorized representative, with a written resolution of a grievance/appeal that does not require the review of medical records, within 30 business days of receipt of the verbal or written grievance/appeal. The 30 business day time period for written resolution of a grievance/appeal begins:

- On the day immediately following the three business day time period for processing inquiries, if the inquiry has not been addressed within that period of time, or
- On the day you or your authorized representative notify the Plan that you are not satisfied with the response to an inquiry

The time limits specified above may be waived or extended by mutual written agreement between you, or your authorized representative, and the Plan. Any such agreement will state the additional time limits, which shall not exceed 30 business days from the date of the agreement.

When a grievance/appeal requires the review of medical records, the 30 business day period will not begin until you or your authorized representative submits a signed authorization for release of medical records and treatment information.

If the signed authorization is not provided by you or your authorized representative within 30 business days of the receipt of the grievance/appeal, the Plan may, at its discretion, issue a resolution of the grievance/appeal without review of some or all of the medical records.

A grievance/appeal not properly acted on by the Plan within the time limits will be deemed resolved in your favor. Time limits include any extensions made by mutual written agreement between the Plan and you or your authorized representative.

Grievances/appeals will be reviewed by an individual or individuals who are knowledgeable about the matters at issue in the grievance/appeal. Grievances/appeals of adverse determinations will be reviewed with the participation of an individual or individuals who did not participate in any of the Plan's prior decisions on the grievance/appeal. For the review of grievances/appeals of adverse determinations involving medical necessity, the reviewers will have included actively practicing health care professionals in the same or similar specialty who typically treat the medical condition, perform the procedure or provide the treatment that is the subject of the grievance/appeal.

In the case of a grievance/appeal that involves an adverse determination, the written resolution will include a substantive clinical justification that is consistent with generally-accepted principles of professional medical practice, and will, at a minimum:

- Identify the specific information upon which the adverse determination was based
- Discuss your presenting symptoms or condition, diagnosis and treatment interventions, and the specific reasons such medical evidence fails to meet the relevant medical review criteria

- Specify alternative treatment options covered by the Plan, if any
- Reference and include applicable clinical practice guidelines and review criteria, and
- Notify you or your authorized representative of the procedures for requesting external review, including the procedures to request an expedited external review

The Plan offers the opportunity to reopen a grievance/appeal about a final adverse determination when the relevant medical information was:

- 1. Received too late to review within the 30 business day time limit, or
- 2. Not received but is expected to become available within a reasonable time period following the written resolution

When you or your authorized representative request that a grievance/appeal about a final adverse determination be reopened and the Plan agrees with the request to reopen the grievance/appeal, the Plan will agree in writing to a new time period for review. However, in no event will this new time period be greater than 30 business days from the date of the agreement to reopen the grievance/appeal. The time period for requesting external review will begin on the date of the resolution of the reopened grievance/appeal.

#### **Expedited Grievance/Appeal Process**

An expedited grievance/appeal process is available for grievances/appeals concerning services, including durable medical equipment, that are needed on an immediate or urgent basis. If the issue involves ongoing inpatient hospital services, services to the terminally ill, or a case where delay could result in serious jeopardy to your life or health, the grievance/appeal may be handled through the expedited internal grievance/appeal process. This expedited process will be completed as follows:

- A written resolution will be provided prior to the date of discharge if the grievance/appeal is submitted by you during a period of ongoing hospitalization services. If the expedited review process results in an adverse determination regarding the continuation of inpatient care, the written resolution must inform you, or your authorized representative, of your right to request an expedited external review and your right to request continuation of inpatient services.
- A resolution of the grievance/appeal will be provided to you or your authorized representative within five business days of receipt of the grievance/appeal if you have a terminal illness.
- When a grievance is submitted by a member with a terminal illness, a resolution will be provided to you, or your authorized representative, within five business days from the date of receipt of such grievance. If the expedited review process affirms the denial of your or your dependent's coverage or treatment and you or your dependent have a terminal illness, the Plan will provide you, or your authorized representative, within five business days of the decision with a:
  - Statement setting forth the specific medical and scientific reasons for denying coverage or treatment
  - Description of alternative treatment, services or supplies covered or provided by the Plan, if any

In addition, you and/or your authorized representative have the right to have a conference with the Plan within five to 10 days of your request for a conference to discuss the resolution. The conference will be scheduled within 10 days of receiving your request. However, the conference will be held within five business days of the request if the treating physician determines, after consultation with the Plan's medical director or his/her designee, and based on standard medical practice, that the effectiveness of either the proposed treatment, services or supplies or any alternative treatment, services or supplies covered by the Plan, would be materially reduced if not provided at the earliest possible date.

Decisions will be provided within 48 hours for denials involving services or durable medical equipment if denial for such services or equipment will create a substantial risk of serious harm.

If an internal grievance is filed concerning the termination of ongoing coverage or treatment, the disputed coverage or treatment will remain in effect at the Plan's expense through completion of the internal grievance process, regardless of the final internal grievance decision. The ongoing coverage or treatment includes only that medical care that, at the time it was initiated, was authorized by the Plan.

# How to File an Inquiry, Complaint or Grievance/Appeal

The Plan allows you to initiate an inquiry, complaint or grievance/appeal in the following ways:

1. By Mail – For requests relating to the Managed Care Review Program (inpatient hospital admissions; certain outpatient diagnostic and surgical procedures; durable medical equipment; home health care; physical and occupational therapy; and chiropractic and osteopathic manipulation), direct the request to:

UniCare State Indemnity Plan Appeals Review P.O. Box 2011 Andover, MA 01810-0035

#### Send all other requests to:

UniCare State Indemnity Plan Appeals Review P.O. Box 2075 Andover, MA 01810-0037

- 2. By Fax Fax a written request to the Plan at (800) 848-3623.
- **3. By Telephone** Call the Plan at (800) 442-9300 to submit your request verbally to a customer service representative.
- **4. In Person** Submit your request to the Plan in person at the following address:

UniCare 300 Brickstone Square, 8th Floor Andover, MA 01810

#### **External Review Process**

Grievances/appeals involving coverage decisions based on medical necessity and rescissions<sup>1</sup> that are not resolved to your satisfaction after completion of the Plan's internal grievance/appeal process may be eligible for an independent external review through the Massachusetts Health Policy Commission's Office of Patient Protection (OPP). You must file your request with OPP within 4 months of your written receipt of the adverse determination. OPP facilitates the external review process. To obtain the necessary forms, you must contact OPP at (800) 436-7757, or access its website at www.mass.gov/dph/opp.

# **Expedited External Review Process**

While still an inpatient, you may request an expedited external review of an adverse determination if the treating physician certifies, in writing, that delay in the continuation of the inpatient services would pose a serious and immediate threat to your health. You may also request continuation of services if the subject matter of the external review involves the termination of ongoing services. Under these circumstances, you may apply to the external review panel to seek the continuation of coverage for the terminated service for the period in which the review is pending. The review panel may order the continuation of coverage or treatment where it determines that substantial harm to your health may result unless the services are continued, or for such other good cause as the review panel shall determine. Any such continuation of coverage shall be at the Plan's expense, regardless of the final external review determination. The expedited review decision will be issued within five business days.

If a grievance/appeal is filed concerning the termination of ongoing coverage or treatment, the disputed coverage or treatment will remain in effect at the Plan's expense through completion of the internal grievance/appeal process, regardless of the final internal grievance/appeal decision. Ongoing coverage or treatment includes only that medical care that, at the time it was initiated, was authorized by the Plan and does not include medical care that was terminated pursuant to a specific time or episode-related exclusion from your contract for benefits.

If the subject matter of the external review involves the termination of ongoing services, you may apply to the external review panel to seek the continuation of coverage for the terminated service during the period in which the review is pending. Any such request must be made before the end of the second business day following receipt of the final adverse determination. The review panel may order the continuation of coverage or treatment where it determines that substantial harm to your health may result without such continuation, or for such other good cause as the review panel shall determine. Any such continuation of coverage shall be at the Plan's expense, regardless of the final external review determination.

You must submit requests for external review on a form provided by the Massachusetts Office of Patient Protection (OPP). Sign the form consenting to the release of medical information and include a copy of the written final adverse determination issued by the Plan. Also include a check for \$25 to cover OPP's review. OPP may waive this fee if it would result in an extreme financial hardship to you.

<sup>1</sup> A rescission is a retroactive termination of coverage as a result of fraud or an intentional misrepresentation of material fact.

A cancellation or discontinuance of coverage is not a rescission if the cancellation has a prospective effect or if the cancellation is due to a failure to timely pay required premiums or contributions toward the cost of coverage.

# **Appendix G: Preventive Care Schedules**

#### **Schedule for Non-Medicare Members**

This chart shows the preventive services covered under your health plan as part of the Patient Protection and Affordable Care Act (PPACA), the health care reform legislation that was passed in March 2010. Benefits for the services listed here are covered at 100% subject to the gender, age and frequency guidelines indicated.

Preventive services do not generally include services intended to treat an existing illness, injury, or condition. Benefits will be determined based on how the provider submits the bill. Claims must be submitted with the appropriate diagnosis and procedure code in order to be paid at the 100% benefit level. If during your preventive services visit you receive services to treat an existing illness, injury or condition, you may be required to pay a copay, deductible and/or coinsurance for those covered services.

Please note that the preventive health care services, screenings, tests and vaccines listed are not recommended for everyone. You and your health care provider should decide what care is most appropriate.

Table 23. Preventive Care Schedule for Non-Medicare Members

Preventive Service Recommended by the U.S. Preventive Services Task Force	Men	Women	Pregnant Women	Children	Age	Frequency
Abdominal aortic aneurysm screening	•				65-75	One time
Alcohol misuse screening and counseling	•	•	•			Covered as a component of your preventive exam
Anemia screening	-					
Aspirin for the prevention of cardiovascular disease	•	•				Subject to the Plan's pharmacy benefit
Bacteriuria screening			•			
Blood pressure screening	•	•				Covered as a component of your preventive exam
Breast cancer screening (mammogram)		•			35 and 40 and older	Once between the ages of 35 and 40; yearly after age 40
Breast cancer preventive medications discussion		•	•			Covered as a component of your preventive exam
■BRCA risk assessment and genetic counseling/testing			•			One time
Breastfeeding counseling		•				

To get the highest benefit, you must notify UniCare when you have these services. The "Managed Care Program" section explains this requirement and lists the services that you must notify UniCare about.

Appendices

**Table 23. Preventive Care Schedule for Non-Medicare Members** (continued)

Preventive Service Recommended by the U.S. Preventive Services Task Force	Men	Women	Pregnant Women	Children	Age	Frequency
Cervical cancer screening (Pap smear)			-	-		Every 12 months
Chlamydial infection screening		-	•	•		
Cholesterol abnormalities screening	•	-	•			Every 12 months
Colorectal cancer screening (Screenings include: colonoscopy, sigmoidoscopy, procto-sigmoidoscopy, barium enema, fecal occult blood testing, laboratory tests, and related services)  Virtual colonoscopy or virtual colonography is not covered (see "Excluded Services")	•	•			50 and older	Every 5 years (60 months) Every 12 months for fecal occult blood test
Depression screening	•	•	•	•		Covered as a component of your preventive exam
Diabetes (Type 2) screening	-	•	•			
Diet, behavioral counseling in primary care to promote healthy diet, in adults at high risk for cardiovascular disease (see "Limited Services")	•	•	•			Covered as a component of your preventive exam
Evaluation and management services (E/M) (periodic preventive examination/office visits) for children up to age 19				•		<ul> <li>Four examinations, including hearing screening, while the newborn is in the hospital.</li> <li>Five visits until 6 months of age; then</li> <li>Every two months until 18 months of age; then</li> <li>Every three months from 18 months of age until 3 years of age; then</li> <li>Every 12 months from 3 years of age until 19 years of age.</li> </ul>

**Table 23. Preventive Care Schedule for Non-Medicare Members** (continued)

Preventive Service Recommended by the U.S. Preventive Services Task Force	Men	Women	Pregnant Women	Children	Age	Frequency
Evaluation and management services (E/M) (periodic preventive examination/office visits) for adults age 19 and over	•	•				<ul> <li>Every 36 months (three years) until age 40; then</li> <li>Every 24 months (two years) between ages 40 and 59; then</li> <li>Every 12 months (once a year) after age 60.</li> </ul>
Folic acid supplementation		•	•			Subject to the Plan's pharmacy benefit
Gonorrhea screening		•	•			Every 12 months
Gonorrhea prophylactic medication (newborns)				•		
Gynecological examination						Every 12 months
Hearing loss screening (newborns)				-		
Hepatitis B screening						
Hepatitis C virus infection screening	•	•	•			One time for adults born between 1945 and 1965
HIV screening		•				
Hypothyrodism screening (newborns)				•		
Immunizations			•	•		
Intimate partner violence screening (women of childbearing age)		-	•			Covered as a component of your preventive exam
Iron deficiency anemia prevention (at risk 6- to 12-month-old babies)				•		
Lead screening (children)						
Lung cancer screening (CT scan) for adults who have smoked	•	•			55-80 years	Every 12 months
Obesity screening	•		•	-		Covered as a component of your preventive exam
Osteoporosis screening (bone density testing)		•	•		40 and older	Every 2 years

To get the highest benefit, you must notify UniCare when you have these services. The "Managed Care Program" section explains this requirement and lists the services that you must notify UniCare about.

**Table 23. Preventive Care Schedule for Non-Medicare Members** (continued)

	Ī					· · · · · · · · · · · · · · · · · · ·
Preventive Service Recommended by the U.S. Preventive Services Task Force	Men	Women	Pregnant Women	Children	Age	Frequency
Phenylketonuria (PKU) screening (newborn)				-		
Prostate cancer screening (digital rectal exam and PSA test)	•				50 and older	<ul> <li>Digital exam – Covered as a component of your preventive exam</li> <li>PSA test – Every 12 months</li> </ul>
Rh incompatibility screening						
Sexually transmitted infections counseling	•		-	-		Covered as a component of your preventive exam
Sickle cell disease screening (newborns)				•		
Skin cancer behavioral counseling	•	•	-	-	10-24 years	Covered as a component of your preventive exam
Syphilis infection screening						
Tobacco use counseling and interventions	•	•	•	•		<ul> <li>Counseling – Covered as a component of your preventive exam</li> <li>Drugs and deterrents – Subject to the Plan's pharmacy benefit</li> </ul>
Visual impairment screening			•			Covered as a component of your preventive exam
Additional covered screening laboratory tests for adults:  Hemoglobin  Urinalysis  Chemistry profile for the purpose of preventive screening includes the following:  Complete blood count (CBC)  Glucose  Blood urea nitrogen (BUN)  Creatinine transferase alanine amino (SGPT)  Transferase asparate amino (SGOT)  Thyroid stimulating hormone (TSH)	•	•	•			When performed as a component of your preventive exam

## **Schedule for Medicare Members**

This chart shows the preventive services covered under your health plan. Benefits for the services listed here are covered at 100% subject to the gender, age and frequency guidelines indicated.

Preventive services do not generally include services intended to treat an existing illness, injury, or condition. Benefits will be determined based on how the provider submits the bill. Claims must be submitted with the appropriate diagnosis and procedure code in order to be paid at the 100% benefit level. If during your preventive services visit you receive services to treat an existing illness, injury or condition, you may be required to pay a copay, deductible and/or coinsurance for those covered services.

Please note that the preventive health care services, screenings, tests and vaccines listed are not recommended for everyone. You and your health care provider should decide what care is most appropriate.

Table 24. Preventive Care Schedule for Medicare Members

Preventive Service	Men	Women	Pregnant Women	Children	Age	Frequency
Abdominal aortic aneurysm screening	•				65-75	One time
Alcohol misuse screening and counseling	•	•	•			Covered as a component of your preventive exam
Anemia screening						
Bacteriuria screening						
Blood pressure screening	•	-	•			Covered as a component of your preventive exam
Breast cancer screening (mammogram)		-			35 and 40 and older	Once between the ages of 35 and 40; yearly after age 40
Breast cancer preventive medications discussion			•			Covered as a component of your preventive exam
BRCA risk assessment and genetic counseling/testing		-	•			One time
Breastfeeding counseling		•	•			
Cervical cancer screening (Pap smear)		•	•	•		Every 12 months
Chlamydial infection screening						
Cholesterol abnormalities screening	•	•	•			Every 12 months

**Table 24. Preventive Care Schedule for Medicare Members** (continued)

			Pregnant			
Preventive Service	Men	Women	Women	Children	Age	Frequency
Colorectal cancer, screening (Screenings include: colonoscopy, sigmoidoscopy, procto-sigmoidoscopy, barium enema, fecal occult blood testing, laboratory tests, and related services)  Virtual colonoscopy or virtual colonography is not covered (see "Excluded Services")	•	•			50 and older	Every 5 years (60 months) Every 12 months for fecal occult blood test
Depression screening	•	•	•	•		Covered as a component of your preventive exam
Diabetes (Type 2) screening						
Diet, behavioral counseling in primary care to promote healthy diet, in adults at high risk for cardiovascular disease (see "Limited Services")	•	•	•			Covered as a component of your preventive exam
Evaluation and management services (E/M) (periodic preventive examination/office visits) for children up to age 19				•		<ul> <li>Four examinations, including hearing screening, while the newborn is in the hospital.</li> <li>Five visits until 6 months of age; then</li> <li>Every two months until 18 months of age; then</li> <li>Every three months from 18 months of age until 3 years of age; then</li> <li>Every 12 months from 3 years of age until 19 years of age.</li> </ul>
Evaluation and management services (E/M) (periodic preventive examination/office visits) for adults age 19 and over	•	•				<ul> <li>Every 36 months (three years) until age 40; then</li> <li>Every 24 months (two years) between ages 40 and 59; then</li> <li>Every 12 months (once a year) after age 60.</li> </ul>
Gonorrhea screening			•			Every 12 months
Gonorrhea, prophylactic medication (newborns)				-		
Gynecological examination		-				Every 12 months

**Table 24. Preventive Care Schedule for Medicare Members** (continued)

Preventive Service	Men	Women	Pregnant Women	Children	Age	Frequency
Hearing loss screening (newborns)				•		
Hepatitis B screening			-			
Hepatitis C virus infection screening		•	•			One time for adults born between 1945 and 1965
HIV screening	-	-	•	•		
Hypothyrodism screening (newborns)				•		
Immunizations	-	-	•	•		
Intimate partner violence screening (women of childbearing age)		-	•			Covered as a component of your preventive exam
Iron deficiency anemia prevention (at risk 6- to 12-month-old babies)				-		
Lead screening children						
Lung cancer screening for adults who have smoked (CT scan)	•	•			55-80 years	Every 12 months
Obesity screening		-	-	•		Covered as a component of your preventive exam
Osteoporosis screening (bone density testing)		-			40 and older	Every 2 years
Phenylketonuria (PKU) screening (newborn)				•		
Prostate cancer screening (digital rectal exam and PSA test)	•				50 and older	<ul> <li>Digital exam – Covered as a component of your preventive exam</li> <li>PSA test – Every 12 months</li> </ul>
Rh incompatibility screening						
Sexually transmitted infections counseling		•	•	•		Covered as a component of your preventive exam
Sickle cell disease screening (newborns)				•		
Skin cancer behavioral counseling	•	•	•	•	10-24 years	Covered as a component of your preventive exam
Syphilis infection screening		-	•	•		

**Table 24. Preventive Care Schedule for Medicare Members** (continued)

Preventive Service	Men	Women	Pregnant Women	Children	Age	Frequency
Visual impairment screening	-	-	•	-		Covered as a component of your preventive exam
Additional covered screening laboratory tests for adults:  Hemoglobin Urinalysis Chemistry profile for the purpose of preventive screening includes the following: Complete blood count (CBC) Glucose Blood urea nitrogen (BUN) Creatinine transferase alanine amino (SGPT) Transferase asparate amino (SGOT) Thyroid stimulating hormone (TSH)	•		•			When performed as a component of your preventive exam

# **Appendix H: Preferred Vendors**

The UniCare State Indemnity Plan offers preferred vendors for certain services. You get the highest level of coverage when you use preferred vendors.

For services marked with a **telephone symbol** [2], you or someone acting for you must call the Andover Service Center at (800) 442-9300 prior to the start of these services to receive the highest level of benefits.

### **Medicare Members only**

For services that Medicare covers, the preferred vendors are Medicare contract suppliers. To find a Medicare contract supplier, visit **www.medicare.gov/supplier**.

Use one of the preferred vendors listed in this appendix if:

- There is no Medicare contract supplier available in your area, or
- The service you need is not covered by Medicare, but it is covered by UniCare.

If you have any questions about using preferred vendors, contact the Andover Service Center at (800) 442-9300.

### **Table 25.** Purable Medical Equipment (DME)

- Vendors for the rapeutic air flow pressure relief mattresses are listed in Table 27 and vendors for medical supplies are listed in Table 28.
- No notification is required for oxygen and oxygen equipment.

Vendor Name	Contact	Service Details
Apria/Coram Healthcare	(800) 649-2422	Service area: Nationwide Standard DME and respiratory equipment, including but not limited to CPAP and BPAP machines and related supplies
Baystate Home Infusion and Respiratory Services	(800) 497-7114 (413) 794-4663	Service area: Western MA Respiratory equipment only, including but not limited to CPAP and BPAP machines and related supplies
Boston Home Infusion	(800) 364-3306 (781) 326-1986	Service area: MA DME, respiratory therapy and home infusion
Clinical One	(800) 261-5737 (781) 331-6856	Service area: Eastern MA Standard DME and respiratory equipment, including but not limited to CPAP and BPAP machines and related supplies
Coastal Sleep Diagnostics	(800) 229-0087 (781) 740-9155	Sleep studies; respiratory DME equipment, including but not limited to CPAP and BPAP machines and related supplies

Vendor Name	Contact	Service Details
EBI, LP	(800) 526-2579	Service area: Nationwide Bone stimulators, medication pumps and dynamic splints
Hudson Seating & Mobility	(800) 321-4442	Service area: Western MA, CT, NH, NJ, NY, RI DME, excluding respiratory equipment
Independent Mobility	(413) 499-4846 (877) 572-6683	Service area: Western MA, southern VT, Albany, NY Mobility equipment
Inspire Medical (dba Denmarks Home Medical)	(800) 479-5511	Service area: MA Standard DME
KCI	(800) 275-4524	Service area: National Wound-vacuum assisted closures (V.A.C.)
M+M Medical Supply, Inc.	(877) 966-6337	Service area: MA, RI, northeast CT, southern NH Standard DME
National Seating and Mobility	Inside MA: (800) 660-0069 Outside MA: (877) 482-2602	Service area: Eastern MA, CA, CO, FL, GA, IN, NC, NY, OH, PA, SC, TN, TX, WI Custom DME only
New England Surgical, Inc.	(800) 336-1300	Continuous passive motion only
North Atlantic Medical Supply dba Regional Home Care	(800) 229-6267	Respiratory equipment, including but not limited to CPAP and BPAP machines and related supplies

# **Table 26.** A Home Infusion Therapy

Vendor Name	Contact	Service Details
Apria/Coram Healthcare	(800) 678-3442	
Baystate Home Infusion and Respiratory Services	(800) 497-7114 (413) 794-4663	
Boston Home Infusion	(781) 326-1986	
Home Solutions	Canton: (888) 660-1660 Falmouth: (800) 244-1227	Service area: Boston Metro, Cape Cod & the Islands
Southcoast Home, Hospice and Home Infusion	(800) 698-6877 (508) 973-3200	

# **Table 27.** Therapeutic Air Flow Pressure Relief Mattresses

Vendor Name	Contact	Service Details
Hill Rom, Inc.	(800) 638-2546	

**Table 28.** 

Medical Supplies

Vendor Name	Contact	Service Details
Animas Diabetes Care, LLC	(877) 937-7867	Insulin pumps
Byram Healthcare	(877) 902-9726	
Insulet Corporation	(800) 591-3455	OmniPod <sup>®</sup> Insulin Management System
Medtronic/MiniMed, Inc.	(800) 633-8766	Insulin pumps, diabetic supplies
Neighborhood Diabetes Shoppe	(800) 937-3028	
Sterling Medical Services	(888) 907-8775	Wound, urological, ostomy and diabetic supplies

# **Table 29.** Home Health Care

	-	-
Vendor Name	Contact	Service Details
Bayada Home Health Care	(888) 995-0788	
Baystate VNA & Hospice	Springfield: (800) 249-8298 Ware: (866) 808-0204	
Berkshire VNA	Pittsfield: (413) 447-2862 Great Barrington: (413) 528-1048	
<b>Centrus Home Care</b>	(800) 698-8200	
Hallmark VNA	(781) 338-7800	
Noble VNA and Hospice	(413) 562-7049 (888) 683-7049	
Partners HealthCare at Home	(781) 290-4200	
South Shore VNA	(781) 624-7070	
Southcoast Home, Hospice and Home Infusion	(800) 698-6877 (508) 973-3200	
Steward Home Care	(888) 820-1640	
VNA Care Network and Hospice	(800) 728-1862	
VNA Hospice Alliance of Cooley Dickinson Hospital	(413) 584-1060	
VNA of Boston	(617) 426-5555	
Wing VNA and Hospice	(413) 283-9715	
VNA of New England	Please call the Andover Service Center at (800) 442-9300 for more information.	

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